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## Philadelphia School District and Philadelphia Federation of Teachers, AFL-CIO, Local 3 (1980)

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## **Philadelphia School District and Philadelphia Federation of Teachers, AFL-CIO, Local 3 (1980)**

### **Keywords**

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### **Comments**

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# *Agreement*



*Between the*

**BOARD OF EDUCATION  
SCHOOL DISTRICT  
OF PHILADELPHIA**

*and the*

**PHILADELPHIA FEDERATION  
OF TEACHERS, LOCAL 3  
AMERICAN FEDERATION  
OF TEACHERS, AFL-CIO**

**Sept., 1, 1980 to Aug. 31 1982**

**TEACHERS  
NON-TEACHING ASSISTANTS  
SECRETARIES  
PARAPROFESSIONALS**



**Contracts negotiated between the  
Philadelphia Federation of Teachers  
and the School District of Philadel-  
phia 1980-82**

**Teachers**

**Non-Teaching Assistants**

**Secretaries**

**Paraprofessionals**

**Get Set**

**Child Care**

**Reading Aides**

**Professional/Technical**

**Per Diem Teachers**

**Food Service Managers**

**Head Start**

**1980-82**



**AGREEMENT**  
**Between the**  
**BOARD OF EDUCATION**  
**of the**  
**SCHOOL DISTRICT**  
**OF PHILADELPHIA**  
**and the**  
**PHILADELPHIA FEDERATION**  
**OF TEACHERS**

**Local 3, American Federation  
of Teachers, AFL-CIO**

**Teachers**  
**Non-Teaching Assistants**  
**Secretaries**  
**Paraprofessionals**

**September 1, 1980 to August 31, 1982**

**1816 Chestnut Street**  
**Phila., Pa. 19103**  
**(215) 567-1300**



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#### **Junior High Schools:**

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Donald Hibbs

John Mickens

### **Elementary Reps.:**

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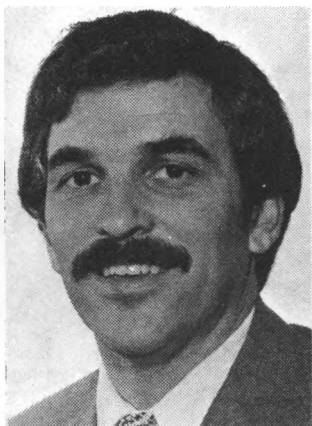
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### **Representatives for**

### **Negotiations:**

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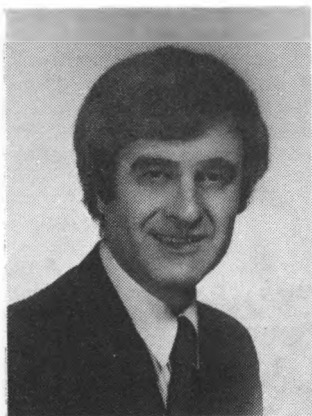
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**JOHN MURRAY**



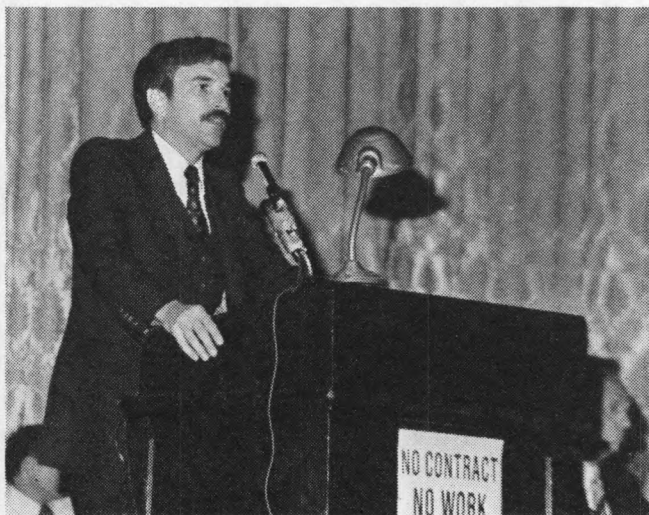
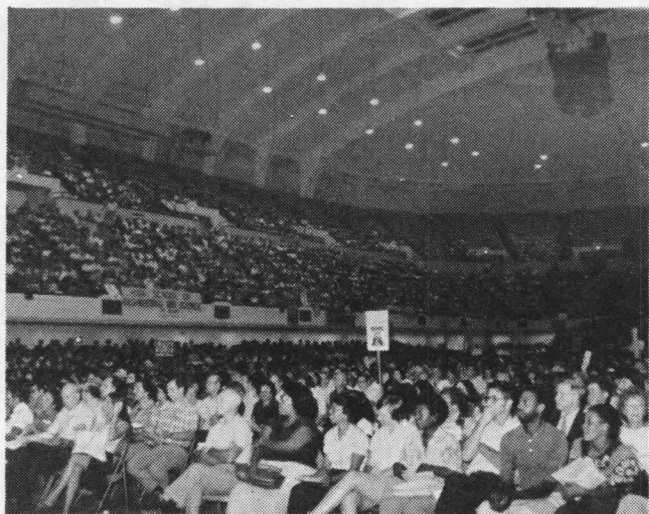
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**ONAH WELDON**





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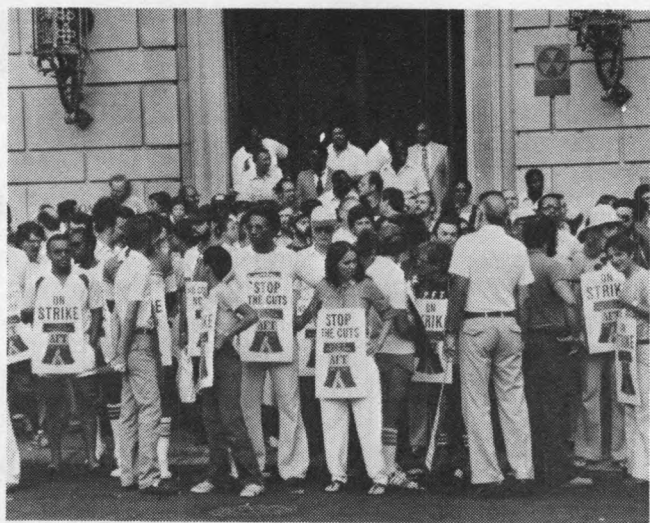
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JOHN P. MURRAY  
President



January 22, 1981

Dear Federation Member:

This contract is the result of the monumental effort expended by the membership of the Philadelphia Federation of Teachers in the most impressive show of solidarity ever witnessed by this city.

Negotiations were conducted in an atmosphere of economic austerity. We faced a new administration that was unfamiliar with the complexities of the school system. Our negotiating team undertook to extract a fair and just settlement from a tight-fisted city government, bound and determined to impose financial constraints, even at the expense of our educational system.

With the total commitment of our members, bolstered by our colleagues in other AFT and AFL-CIO locals throughout the state, and enhanced by community and parent group support unprecedented in PFT history, we have achieved a victory that will have far-reaching effects on future contract negotiations.

An enormous amount of time had to be spent editing and preparing the texts for publication before the printed copies of this contract could be distributed to the membership. A new system for preserving the texts has been implemented so that this lengthy process can be expedited for future contracts.

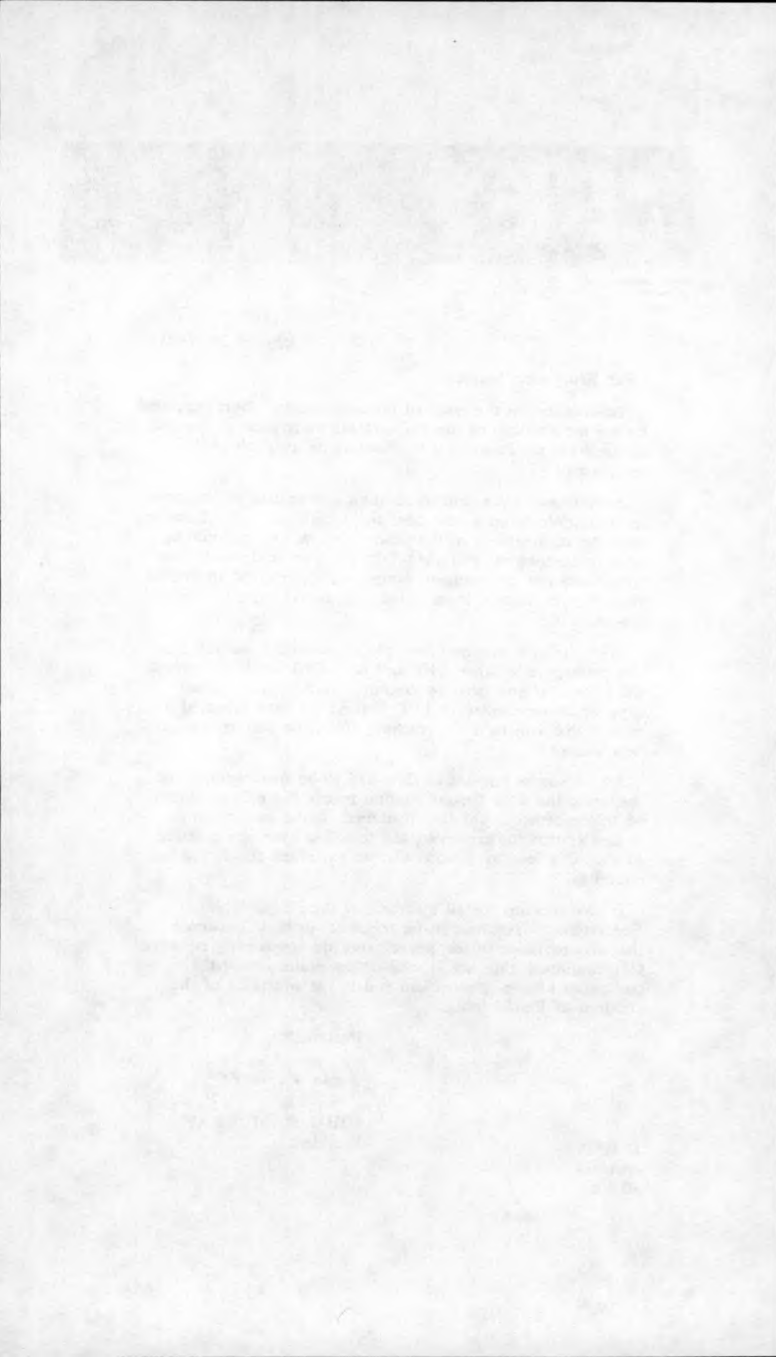
It now remains for all members of the Philadelphia Federation of Teachers to be tenacious in their insistence that all provisions of the Agreements are consistently enforced. Our continued diligence is vital to the protection of the conditions of our employment and to the education of the children of Philadelphia.

Faternally,

A handwritten signature in cursive script, reading "John P. Murray".

JOHN P. MURRAY  
President

JPM\*ab  
opeiu-14  
afl-cio



**PHILADELPHIA FEDERATION OF TEACHERS, Local 3**  
**September 1, 1980 to August 31, 1982**

**TABLE OF CONTENTS**  
**BASIC LANGUAGE**

	<b>Page</b>
<b>Article B-I—Purpose and Scope</b> .....	13
B-II—Recognition .....	13
B-III—Fair Practices .....	21
B-IV—Examinations, Appointments .....	21
B-V—Observations, Ratings, Files, Personnel File .....	24
B-VI—Facilities .....	27
B-VII—Other General Conditions .....	27
B-VIII—Grievance Procedure .....	30
B-IX—Welfare Benefits .....	37
B-X—Long Term Substitutes .....	48
B-XI—Resolutions of Differences by Peaceful Means .....	48
B-XII—Duration of Agreement .....	48
B-XIII—Conclusion .....	49
B-XIV—Guarantee Clause .....	49
B-XV—Job Security .....	49
B-XVI—Non-Reprisal Clause .....	51

**TEACHERS**

<b>Article T-I—Recognition</b> .....	57
T-II—Day, Year, Roster .....	57
T-III—Duties, Meetings, Discipline .....	61
T-IV—Committees .....	63
T-V—Pupils, Programs, Curriculum .....	65
T-VI—Support Services, Supplies, Facilities .....	68
T-VII—Salaries .....	72
T-VIII—Transfer Policy .....	83
T-IX—Seniority .....	98
T-X—Therapists and Dental Hygienists .....	100
T-XI—School Extension Programs and Evening Schools .....	101
T-XII—Class Size .....	105
T-XIII—Elementary School .....	106
T-XIV—Secondary Schools .....	110
T-XV—Coaches and Physical Education .....	113
T-XVI—Special Class Teachers .....	115
T-XVII—Kindergartens .....	117
T-XVIII—Home and School Visitors .....	119
T-XIX—Long Term Substitutes .....	120
T-XX—Department Heads .....	122
T-XXI—Summer Playground .....	123
T-XXII—Summer School .....	124
T-XXIII—Extra-Curricular Activities .....	126

## TABLE OF CONTENTS

T-XXIV—Counselors and Counseling Teachers . . .	127
T-XXV—Psychologists . . . . .	129
T-XXVI—Librarians . . . . .	132
T-XXVII—Industrial Arts . . . . .	133
T-XXVIII—Dentists . . . . .	135

### NON-TEACHING ASSISTANTS

Article N-I—Recognition . . . . .	141
N-II—Day, Year . . . . .	141
N-III—Duties, Assignments, Discipline . . . . .	143
N-IV—Examinations and Appointments . . . . .	145
N-V—Evening School and Extra-Curricular Activities . . . . .	146
N-VI—Salaries . . . . .	146
N-VII—Summer Employment . . . . .	150
N-VIII—Seniority . . . . .	152
N-IX—Long Term Substitutes . . . . .	154
N-X—Welfare Benefits . . . . .	154

### SECRETARIES

Article S-I—Recognition . . . . .	159
S-II—Day, Year . . . . .	159
S-III—Duties, Assignments, Transfer . . . . .	160
S-IV—Meetings, Consultation, Orientation . . . . .	162
S-V—Examinations, Appointments, Discipline . . . . .	163
S-VI—Supplies, Facilities, Equipment . . . . .	164
S-VII—Salaries . . . . .	165
S-VIII—Seniority . . . . .	172
S-IX—School Extension Programs and Evening Schools . . . . .	174
S-X—Long Term Substitutes . . . . .	176
S-XI—Summer Schools . . . . .	177
S-XII—Welfare Benefits . . . . .	179
Appendix . . . . .	180

### PARAPROFESSIONALS

Article P-I—Recognition . . . . .	185
P-II—Day, Year . . . . .	185
P-III—Duties, Assignment, Transfer, Discipline . . . . .	186
P-IV—Meetings, Consultation . . . . .	188
P-V—Supportive Services, Facilities, Supplies, Equipment . . . . .	188
P-VI—Salaries . . . . .	189
P-VII—Seniority . . . . .	198
P-VIII—Welfare Benefits . . . . .	200
P-IX—Long Term Substitutes . . . . .	202
Appendix . . . . .	203
Index . . . . .	205

Agreement made and entered into by and between the School District of Philadelphia and the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO.

## **ARTICLE B-I PURPOSE AND SCOPE**

The Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, represents professional teachers and other employees who have an interest in educational excellence that is far beyond the scope of a collective bargaining agreement governing terms and conditions of employment.

Therefore, not only does this Agreement contain provisions relating to bargainable terms and conditions of employment, but it also provides for a system of communication and consultation whereby the Superintendent of Schools and the respective principals shall meet regularly with representatives of the Federation to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

The parties recognize that the Board of Education has unilateral authority in the field of educational policy and development. This Agreement is not intended to modify by any of its terms any discretionary authority concerning such matters vested in the Board by the statutes of the Commonwealth or the Home Rule Charter. It is also recognized by the parties that all provisions of this Agreement may, during its life, be altered only by agreement of the parties. Nevertheless, it is hoped that a broad interchange of ideas even in the areas of educational policies and development will contribute in a significant measure to the advancement of public education in Philadelphia.

## **ARTICLE B-II RECOGNITION**

1a. The Board and its representatives and the Federation and its representatives shall take no action violative of, or inconsistent with, any provision of this Agreement or any policy or practice governing working conditions of employees existing on the date of the execution of this Agreement. The

## *Article B-II*

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Board further agrees that it and its representatives will not, except as provided in paragraph 1b(i), (ii), (iii) of this Article and 1a of Article T-V, take any action affecting other working conditions of employees without prior adequate negotiation with the Federation.

1b(i). Programs initiated to utilize subsidies or grants available from agencies other than the School District of Philadelphia or the Commonwealth of Pennsylvania and which will be staffed by employees voluntarily transferring to such programs or newly employed for such programs or provided by a contracting agency other than the School District of Philadelphia for such programs shall not be subject to 1a. In any instance in which the applicable law, regulations, guidelines, contract or grant document covering the operation of such program does not prohibit the Board from doing so, the Board shall compensate the employees engaged in such programs at the same rate as provided in this Agreement for such services.

To the extent permitted by such applicable law, regulations, guidelines, contract or grant document the Board shall provide to the employees engaged in such programs the working conditions provided in this Agreement.

In the event that the applicable law, regulations, guidelines, contract or grant document covering the operation of any such program are altered or changed by the granting agency, the Federation will be consulted with regard to the effect that such alteration or change will have upon the members of the bargaining unit.

1b(ii). Employees presently covered by this Agreement may only be assigned to these programs on a voluntary basis.

1b(iii). Employees who at any time have or in the future will voluntarily transfer to these programs from a position to which they were appointed by the Board shall retain all insurance retirement (subject to the provisions of the State Retirement Act), and other benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular service. Upon return to regular service, they shall be placed on the assignment which they left or if this is not possible on a comparable assignment with all accrued benefits and increments that they would have earned had they been on regular service. During this period of voluntary serv-



ice, all rights and benefits provided for in this Agreement not inconsistent with the agreement between the Board and the agency providing the funds shall continue in full force and effect.

1c. In any event except as specified in Section 1b(i), (ii), (iii) of Article B-II and 1a of Article T-V, the provisions of Article B-II, Section 1 and Article T-V, Section 1 shall apply to such employees.

2a. An employee who is to represent, on any committee, agency, or other such body in the School District of Philadelphia, any employees to whom this Agreement is applicable, shall be selected from nominees named by the Federation by reason of their special skills, expertise, experience and demonstrated competence in the appropriate area. The representative of such employees on any joint committee provided for in this Agreement shall also be selected in accordance with the provisions of this sub-section "a".

2b. The Administration shall be free to select from among all employees covered by this Agreement, as members of other committees, agencies, or bodies such as research groups, curriculum committees and the like, those employees who have special skills, expertise and experience and who have demonstrated their competence in the appropriate area.

3. The Board shall make available to the Federation upon its request any and all information, statistics, and records which the Federation may deem to be relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable.

4. Upon request from the Federation to the appropriate Deputy Superintendent, Associate Superintendent or Executive Director, such Deputy Superintendent, Associate Superintendent or Executive Director will discuss with the appropriate representatives of the Federation the advisability of transmitting an administrative directive concerning any provision of this Agreement.

A copy shall be sent to the Federation office of any notice, directive or bulletin relating to teachers generally or to any substantial group of teachers.

## *Article B-II*

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5a. The Superintendent of Schools shall meet regularly with representatives of the Federation, normally on a monthly basis, to discuss matters of educational policy and development, matters and problems affecting employes generally, as well as matters relating to the implementation of this Agreement.

5a(i). Each District Superintendent shall meet regularly with the Federation District Committee, normally on a monthly basis, to discuss matters of district policy and operations, matters and problems affecting employes generally, and questions relating to the implementation of this Agreement.

5a(ii). The principal of a school who may be accompanied by one vice principal of his choice shall meet at least once a month with the Federation Building Committee at its request to discuss school operations and questions relating to the implementation of this Agreement. The Federation Building Committee shall consist of not more than five teachers from that school and may include, in addition, not more than one member from that school of each of the other bargaining units represented by the Federation.

5b(i). Proposed changes in existing policies and procedures and new policies and procedures for that school shall be subjects for discussion at such meetings. Such policies adopted or maintained by any principal shall not be inconsistent with the terms of this Agreement.

5b(ii). The school budget and the budgets of specially funded Early Childhood Programs shall be made available to the Building Committee for study. The principal shall meet with the Building Committee in order to discuss suggestions regarding the development of these budgets.

5c. No recording devices shall be used at meetings between Federation Committees and the Principal or District Superintendent. Notes of such meetings taken by either or both parties shall be exchanged between them. Any errors in such notes shall be corrected by mutual consent.

6a. The Board shall permit a designated regular staff member of the Federation or off-duty employe representatives of the Federation to visit the schools to investigate working conditions, employe complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. Where one representative visits the school for such purposes no

advance notice need be given: however, the representative shall notify the principal immediately upon arrival in the building. In cases where two representatives visit a school for any of the aforementioned purposes, the principal shall be notified at least one school day in advance of the visit. Such advance notification may be waived with the express consent of the principal. In the event of emergency circumstances or a prearranged special event, more than two representatives shall be permitted to visit a school.

In the event that one or two representatives desire to confer with the principal or to have the principal take action with regard to some problem, a request for a conference with the principal shall be made in such amount of time, in advance, as is reasonable under the circumstances, and the principal shall then be informed of the purpose and the subject matter of the conference. Difficulties in arranging for such conferences with the principal to discuss problems are to be resolved by the District Superintendent with the advice of the Labor Relations Office. If conferences with employees are necessary, they shall be scheduled so as to not interfere with the instructional program. In the event that the principal is absent, the acting administrator shall act on his behalf.

6b. In any conference between a principal and an employee at which conference a person or persons are present who are not employees of the School District of Philadelphia, the employee attending such conference shall have the right to be represented by one Federation representative of his choice. This provision shall not be construed to deny the parent of a student the right to a private conference with the student's teacher or counselor.

7. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences or meetings or in negotiations respecting the collective bargaining agreement, they shall suffer no loss in pay.

8a. Employees who are elected or appointed to full time positions with the Federation or any organization with which it is affiliated will, upon proper application, be granted leaves of absence for the purpose of accepting those positions. Employees granted such leaves of absence shall retain all insurance and other benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in

## *Article B-II*

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regular service. Upon return to service they shall be placed on the assignment which they left with all accrued benefits and increments that they would have earned had they been on regular service.

8b. Employees on such leaves of absence shall be permitted to pay both their and the Board's regular contributions to all plans requiring such contributions. The Board agrees to join with the Federation in obtaining legislation or a ruling by the Public School Employees Retirement System that time spent on leave of absence pursuant to this section shall be deemed service for retirement purposes.

8c. No more than thirty-five (35) teachers, four (4) para-professionals, four (4) secretaries and three (3) N.T.A.s shall be granted such leaves of absence for any school year.

9a. The Board will deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount of fees for the payment of Federation dues. The fees and a list of the employees from whom the fees have been deducted and the amount deducted from each and a list of the employees who had authorized such deductions and from whom no deductions were made and the reason therefor, shall be forwarded to the Federation office no later than thirty days after such deductions were made.

9b. The deduction of Federation membership dues from the salary of any employee who is, or becomes, a member of the Federation or who has authorized the deduction of dues will continue for the duration of this Agreement, provided, however, that such employee may resign from membership in the Federation and revoke his dues authorization by so notifying the Board and the Federation in writing during a period of 15 days prior to expiration of this Agreement. In the event that a person ceases to be employed in a position included in any of the bargaining units represented by the Federation, such person may discontinue such membership and dues deduction at that time.

9c. If and when the Commonwealth of Pennsylvania permits the inclusion of an agency shop provision in public employee contracts, then non-members of the Federation shall be required to have deducted from their pay a representation fee equal to the amount of dues required of members of the Federation.

10a. The Federation shall be provided adequate bulletin board space in a place readily accessible to all employes in each school for the posting of notices and other materials relating to Federation activities. The bulletin board space allocated shall be identified with the name of the Federation, and the authorized representative of the Federation or his designee shall have the responsibility for posting materials on the bulletin board. Materials so posted shall bear the name of said representative or of the Federation.

10b. The Federation shall be provided reasonable space on existing bulletin boards in departmental and divisional offices in schools and other buildings. Material will be posted on this space under the same conditions applicable to school bulletin boards.

10c. The Federation shall have the right to place material in the mailboxes of employes. Placement will be made by the authorized representative of the Federation or his designee. Material placed in mailboxes shall bear the name of said representative or of the Federation.

10d. In schools where there is no Federation representative, an employe or regular staff member of the Federation will inform the administrator or his designee of his presence, the purpose of his visit, and will present a letter of identification signed by the President of the Federation. When so identified he will be accorded the right of the authorized representative.

10e. On twenty-four hours notice to the administrator of the school, the authorized representative of the Federation shall have the right to schedule meetings in the building before or after regular duty hours or during lunch time of the employes involved.

10f. The Federation shall be given time well before the end of every staff meeting for brief reports and announcements.

10g. The Federation building representative shall have the right to insert notices into the daily bulletin or dailygram that is circulated in the school. Such insertion of notices shall be subject to the same reasonable and uniform regulations as apply to all other material.

11. Where used herein "school" shall include any other

## *Article B-II*

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work location; "principal" shall include the administrator of any work location other than a school.

12. In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions of this Agreement shall continue in effect.

13. Coverage shall be provided during time when a Federation representative is absent because he has been selected to attend a meeting scheduled by the Administration.

14a. Whenever it will not interfere with instructional time of teacher or working time of other members of the Building Committee, meetings with the principal shall be held on school time.

14b. In each senior high school, technical high school and junior high school all members of the Federation Building Committee shall be rostered for a preparation period at the same time at least once each week, provided the Federation submits to the principal the names of its Building Committee prior to the making of the roster. Any meeting between the principal and the Building Committee shall be held in such common preparation period. In the event that members of other bargaining units represented by the Federation are members of the Building Committee, such persons shall be released to attend Building Committee meetings held during such common preparation period, and the principal shall provide such coverage as he shall deem appropriate for the assignment of such members. In the event an emergency requires that a meeting between the principal and the Building Committee shall be held at some time other than that specified above, the principal shall provide such coverage as he shall deem appropriate for the assignments of the members of the Building Committee.

15. School District employees who are not included in the bargaining unit represented by the Federation shall not consistently and regularly perform duties that are consistently and regularly performed by members of the Federation bargaining units. This prohibition shall not be applicable to existing classifications of employees not in Federation bargain-

ing units whose duties currently involve the supervision of children, the writing of curriculum, and the like.

### **ARTICLE B-III FAIR PRACTICES**

1. The Board agrees to continue its policy of not discriminating against any employe on the basis of race, creed, color, national origin, sex or marital status or membership or participation in, or association with the activities of, any employes' organization.

2. The Federation agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employes without regard to membership or participation in, or association with the activities of, any employes' organization.

### **ARTICLE B-IV EXAMINATIONS - APPOINTMENTS**

1a. The Division of Personnel shall study procedures for examinations, including but not limited to eligibility both for positions within the bargaining units and for promotional positions, nature of examinations, lateral transfer, and duration of lists and shall make recommendations thereon to the Superintendent of Schools. The Federation shall appoint an Advisory Committee for the Study of Examination Procedures which will review and contribute to all the recommendations to be made to the Superintendent of Schools in this area.

1b. The Oral Examining Board for every examination taken by an employe must include at least one person with substantial knowledge of the field or area of the examination.

1c. Employes taking oral examinations shall not be questioned as to their membership in the Federation nor shall they be questioned as to their views regarding Federation relationships.

In such examinations, however, questions as to how the employe would handle or react to matters or grievances concerning the collective bargaining agreement between the Board and the Federation shall be permitted.

2a. Whenever it is decided during the school year to fill

## *Article B-IV*

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any positions in the School District below the rank of District Superintendent, notice of all examinations as well as the requirements for such positions, shall be posted in advance in all schools in a prescribed, appropriate place in each school so that applicants may know whether they qualify and will be given a reasonable opportunity to apply for the position. All positions whose filling is decided on during the summer months will be posted in all schools which are open, in district offices and in the Administration Building.

Copies of such postings shall be simultaneously sent to the Federation.

In addition, any employee interested in a position which may become open during the summer months may leave with the Personnel Division a self-addressed, stamped envelope containing a memorandum indicating the category of positions in which he is interested, and said Division will mail to such teacher notice of openings in that category.

2b. Vacancies shall be filled promptly.

3. Job opportunity flyers and notices of grants and special program opportunities for which employees may apply for participation shall be posted, where administratively possible, at least three weeks prior to the closing date for applications. Such material shall carry the date of posting and the closing date.

4. Unless the oral and/or practical examination is given on the same day as the written examination, an applicant shall be notified of the numerical results of the written portion of an examination and the practical portion, if any, before the oral portion of the examination is taken.

5. Unless an employee requests otherwise, a recording shall be made of every oral examination taken by an employee. No member of the Committee giving the oral examination shall suggest that the employee waive the recording. The employee and his authorized representative or either of them, shall, upon request, be permitted to listen to a rerun of the recording. The recording shall be retained by the Division of Personnel for the duration of the list for which the examination was given. The employee shall, under reasonable circumstances, be permitted to make a copy of the recording.

6. Employees shall, upon request, be permitted to review



promotional examinations with a technical representative of the Executive Director of Personnel. The employee may, if he desires, be accompanied by a representative of the Federation.

7a. As it affects members of the bargaining unit, there shall be no extension of an eligibility list for initial appointments or promotional opportunities beyond the date of expiration announced at the time of establishment of the list.

7b. In the event that the Superintendent or the Board institute a job freeze for economic reasons, all eligibility lists shall be extended by a period of time equal to the duration of the job freeze.

8. All eligibility lists for appointments to regular and promotional positions shall be made available so that either the person who took the examination or a Federation representative or both may examine and copy the eligibility list.

9. A principal shall be required to present to the Executive Director of Personnel his reasons for not accepting an appointed employee referred to his school for possible placement. A copy of the recorded reasons shall be furnished to the employee. The District Superintendent shall, at the employee's request, review with him the principal's statement. The employee may, if he desires, be accompanied by a representative of the Federation. The employee may appeal from the decision of the District Superintendent through the normal grievance procedure.

10. An employee who is designated to fill an assignment—which, it is anticipated, will continue for 20 or more consecutive calendar days—in a position whose salary schedule contains a higher salary than his own shall, from the inception of his filling of such position, be compensated in the same manner as if he were regularly appointed to such position. Where it is contemplated that the assignment will continue for fewer than 20 consecutive calendar days but actually continues for 20 or more consecutive calendar days, the provisions concerning compensation above shall apply for the whole period of his assignment retroactively.

11. At the election of an employee who, on the basis of a School District medical evaluation, will be subjected to termination, involuntary change of work classification, loss of pay, involuntary use of sick leave or involuntary retirement for disability, or who is refused a promotional appointment for

## *Article B-V*

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which he is otherwise eligible, except in matters of Workmen's Compensation, such evaluation shall be submitted for determination to a member of a panel of experts in the appropriate specialty who has been named by the Philadelphia County Medical Society or the Philadelphia College of Surgeons and Physicians.

12. Properly qualified employees shall be eligible for transfer from positions in the Get Set Day Care, Head Start and Child Care Programs to vacant positions in the same classification in the public school program subject to the transfer procedures applicable to employees in that classification.

13. All employees who are presently provisional appointments shall be given examinations within one hundred twenty (120) days of September 1, 1980 and shall be treated in accordance with present practice. All employees hired thereafter who are provisionally appointed to positions shall have no superior rights to other applicants for said positions. Moreover, an examination must be given to such employees within one hundred twenty (120) calendar days of said provisional appointment. The examination must be open to all qualified individuals.

### **ARTICLE B-V OBSERVATIONS - RATINGS - FILES**

1a. No electronic devices shall be used in the observation or supervision of employees.

1b. An employee shall not be required to have his voice taped as part of any project without his written consent.

2a. An observation may not be relied on to support an unfavorable assessment of the employee unless a written statement of the observation is given to the employee within five school days following the observation.

2b. All ratings of all employees including summer school, evening school and other activities shall be on a basis of satisfactory and unsatisfactory only. Comments by the principal may be included on a performance appraisal form.

2c. Ratings shall be made semi-annually when an employee has the status of a Long Term Substitute, provisional employee, or temporary professional employee. Ratings for all other em-

ployes shall be made annually. For such other employes an interim rating shall be made during the school year, a copy of which shall be given to the employee. Such interim rating shall be a progress report only and shall not be placed in the employee's personnel file.

2d. A copy of his rating by the principal and the principal's comments, if any, shall be given to each employee in time to give the employee adequate opportunity to decide whether he desires to confer with the principal concerning the rating and to make a request for such a conference. If the employee makes such a request, the principal shall consult with the employee about his rating before it is placed in the official employee's file.

2e. The principal may also hold a conference with an employee before or after he has rated the employee.

2f. A copy of his rating, as intended to be placed in the official file, shall be given to each employee. Within 10 school days after the employee's receipt of such copy, he may use either or both of the following procedures:

2f(i). The employee may furnish to the principal his written self-evaluation, with supporting facts, in duplicate, concerning his rating and one copy of such self-evaluation shall also be placed in the official file, together with the response, if any, a copy of which shall also be promptly given to the employee.

2f(ii). The employee may invoke the grievance procedure if he believes that his rating is improper because of capriciousness, arbitrariness, unfairness, prejudice, failure to conform with prevailing practices for rating, or absence of factual support for such rating.

3a. In the event a principal or other administrator desires to discuss with an employee matters which may affect his position in respect of discharge, resignation, demotion or transfer, or which may result in an unfavorable anecdotal record, such administrator shall advise the employee, in writing, that he may have a union representative present at such conference. In the event that such employee attends the conference after such notice without such a representative, then any agreement or statement he makes may be used. If such notice is not given to the employee, no agreement or statement made by the employee or occurrence at such discussions shall be used against

## ***Article B-V***

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or in respect to the employe for any purpose.

3b. Except in an emergency, when as much notice as possible will be given, an employe shall be given at least 24 hours notice of any meeting he is required to attend with an administrator. Such notice shall also include the subject of the meeting.

### **4. Personnel file**

Official employe files shall be maintained in accordance with the following procedures:

4a. Except for material pertaining directly to his work performance or such other matters that may be cause for suspension or dismissal under the Public School Code, no material derogatory to an employe's conduct, service, character or personality shall be placed in the official personnel file of such employe. Material relating to work performance, suspension or dismissal may be reduced to writing and maintained only if it is signed by a person competent to know the facts or make the judgment and only if the employe has been given an opportunity to read the material promptly following its receipt or formulation. Any anonymous material placed in an employe's file prior to the execution of this Agreement shall at such employe's request be removed therefrom, and in any event, shall be given no weight or consideration for any purpose whatever.

4b. The employe shall have the right to answer any material now in his file as well as any material filed hereafter and his answer shall be attached to the file copy.

4c. Upon request by the employe and his identification, he shall be permitted to examine his file. The employe shall indicate in a writing to be placed in his file that he has examined the same.

4d. The employe shall be permitted conveniently to reproduce on the Board's premises any material in his file.

4e. Only those personnel who have an official right and reason for doing so may inspect an employe's file. When an employe's file is inspected by such a person, he shall indicate that he had examined the same by a writing given to the supervisor of personnel files who shall be responsible for placing it in the file.

4f. Administrators shall be encouraged to place in the employee's files information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such materials received from outside, competent, responsible sources shall also be included in the employee's file.

4g. The foregoing provisions are not applicable to employee ratings.

4h. Material not in the official employee's file may not be used against the employee for any purpose.

4i. When an employee has received an unfavorable anecdotal record(s), the employee upon application after eighteen months can have such record(s) destroyed if the employee has not had a similar and/or related unfavorable anecdotal record(s) during said eighteen month period.

#### **ARTICLE B-VI FACILITIES**

1. Each school shall be provided with a clean, attractive, comfortable employee's lounge as soon as possible.

2. Provisions shall be made as rapidly as possible for parking facilities for employees near their schools and the Administration Building.

3a. Employees shall carry out their duties under safe and healthful conditions in the schools.

3b. A drinking fountain shall be provided on each floor of every school building. Refrigerated drinking fountain units shall be installed in all new schools and additions, and in major modernization school projects.

4. A duplicating machine or machines in good working order and well supplied shall be made available to all employees to use for school purposes at any time that the school is open.

5. Where cafeteria facilities are present and lunch is served to students, lunch shall be served to the staff.

#### **ARTICLE B-VII OTHER GENERAL CONDITIONS**

1. An employee who, when and if permitted by this Agree-

## ***Article B-VII***

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ment, is requested or directed by the Administration to go to a location other than that to which he is regularly assigned, shall be paid at the authorized rate per mile for any distance traveled in excess of the distance that he would have had to travel to and from his regularly assigned location.

Employees shall not be required to attend meetings outside of their regularly assigned hours for which there is no compensation, except for teachers as provided in Article T-III, Section 6b and Article T-V, Section 11 of the teachers' Agreement.

2. All people of the school community are accountable for a share of responsibility in accomplishing the educational goals of the School District.

The Board shall seek the Federation's views on the Board's long-range educational goals prior to adoption by the Board.

A Committee consisting of representatives appointed by the Board and an equal number of representatives appointed by the Federation shall develop criteria for determining accountabilities. The committee shall also develop the method for implementation as it relates to members of the bargaining units.

3a. Classroom interruptions are to be permitted only in the case of an emergency or when no other reasonable alternative is possible.

3b. In secondary schools, announcements are to be limited to the last few minutes of the advisory period, except for emergencies.

3c. In elementary schools, announcements shall be made, except in the case of an emergency, only at the same time throughout the school year. Such time may be either immediately before the noon-time dismissal or immediately after the beginning of the afternoon session as the principal may elect at the beginning of the school year.

4. Prior to the initiation of experimental programs into a school, there shall be consultation with the members of the staff affected by such programs. In case of unresolved questions, further consultation shall be held among the District Superintendent, employees and principal.

5a. The Superintendent of Schools shall prepare job descriptions for all positions, administrative and supervisory in

nature, which affect employees. The job descriptions shall have a clear definition of the responsibilities of each administrator or supervisor as they affect employees. Where an employee is responsible to more than one supervisor, he shall be advised by his principal of the exact division of such responsibility.

The job descriptions of these administrative and supervisory positions as they relate to an employee shall be made available to employees and other members of the staff.

5b. Principals shall clarify the relationship between the administrative staff in the school and the employees by the posting of a school organization chart showing the lines of responsibility and supervision of each employee and administrator in the school and of each employee and administrator coming to the school on a regularly assigned or supervisory basis.

6a. Employees shall be paid every other Friday.

6b. As soon as possible, paycheck stubs shall itemize all "adjustments" including such as have not heretofore been itemized.

6c. When a holiday falls on a day when checks are issued, the checks shall be distributed on the last previous school day worked by the employee. For example, if Good Friday falls on a day when checks are issued, the checks shall be issued and distributed the previous Friday which is the last regular school day worked before Good Friday.

6d. Effective February 1, 1977, an employee, other than a teacher, required to work on the first day of his scheduled two (2) days off shall be paid at the rate of time and one-half for all time worked on such day. Such employee required to work on the second day of his scheduled two (2) days off shall be paid at the rate of time and one-half for all time worked on such day. In the event such employee is required to work both the first and second day of his scheduled two (2) days off, he shall be paid at the rate of double time for such time as he works on the second day of such scheduled two (2) days off.

7. In the event an employee is absent less than 2 hours on any day with approval of the principal/administrator, there shall be no deduction from the employee's pay.

## *Article B-VIII*

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8. All employees shall be eligible if qualified for extra-curricular activities and pay. Employees other than teachers shall be paid at their regular hourly rate of pay.

### **ARTICLE B-VIII GRIEVANCE PROCEDURE**

#### **Section 1. Definitions**

1a. A grievance is a complaint involving the work situation, that there is a lack of policy; that a policy or practice is improper or unfair; or that there has been a deviation from, or a misinterpretation or misapplication of a practice or policy; or that there has been a violation, misinterpretation, misapplication, inequitable or otherwise improper application of any provision of this Agreement. The development or modification of a systemwide salary schedule is not considered a grievance.

1b. Wherever the term "school" is used, it is to include any other work location or functional division or group in which a grievance may arise. Wherever the term "principal" is used, it is to include the administrator of any such other work location or functional division or group. Wherever the term "employee" is used, it is to include any member or members of the bargaining units. Wherever the singular is used, it is to include the plural. Wherever the term "Federation representative" is used, it is to mean the Federation building representative or his employee designee or, where there is no Federation member, any other employee representative designated by the Federation.

1c. Nothing within this procedure shall be construed to deny to any employee his rights under any applicable law.

#### **Section 2. Procedure for Adjustment of Grievances**

Grievances and problems shall be presented and adjusted in accordance with the following procedure: the employee having a grievance, complaint or problem may first discuss the matter with the principal, either directly or accompanied by another employee in the school, or by the Federation building representative, with the objective of resolving the matter informally.

Step 1. In the event the matter is not resolved informally, the grievance stated in writing may, except as hereinafter otherwise provided, be lodged with or submitted to the



principal of the school in which the grievance arises within a reasonable time following the act or condition which is the basis of the grievance. The written grievance shall state whether there was an oral discussion of the matter with the principal.

Step 1a. The grievance may be lodged and thereafter discussed with the principal;

Step 1a(i). By an employe accompanied by a Federation representative, if the employe so requests;

Step 1a(ii). Through a Federation representative, if the employe so requests;

Step 1a(iii). By a Federation representative in the name of the Federation;

Step 1a(iv). By an employe in person on his own behalf, provided, however, that the Federation representative is given an opportunity to be present at such discussion; or

Step 1a(v). By an employe accompanied by any other employe in the same school provided, however, that the Federation representative is given an opportunity to be present at such discussion.

Step 1b. Whenever a decision on a grievance, which has been lodged and is sought to be adjusted by an employe on his own behalf or while accompanied by any employe in the school, other than the Federation representative, would involve the application or interpretation of any provision of this Agreement or of any policy or practice or could be deemed a precedent as to the working conditions or welfare of employes in the bargaining unit, the principal shall give to the appropriate Federation representative under Step 1a the opportunity to state the views of the Federation as to the adjustment sought by the employe and that proposed by the principal.

Step 1c. Within five school days after receiving the grievance, the principal shall communicate his decision in writing to the employe who lodged the grievance and to the Federation representative.

Step 2. Within five school days after receiving the decision of the principal, the aggrieved employe, through the Federation, or the Federation in its own name, may appeal

## *Article B-VIII*

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from the decision at Step 1 to a Hearing Officer designated by the Superintendent of Schools. (It is the intention of the parties that there shall be a Hearing Officer for all cases for as long a term as possible in order to afford the parties the benefit of the knowledge and experience thus gained by such Hearing Officer.) The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1. A copy of said appeal shall be sent to the appropriate District Superintendent and to the Labor Relations section of the Personnel Division. Within ten school days after the receipt of the appeal, said Labor Relations section shall use its good offices to adjust or resolve the grievance amicably. If the grievance is not thus resolved amicably, said Labor Relations section shall refer the matter to the said District Superintendent.

The District Superintendent shall take such steps as he deems necessary in order to adjust the grievance amicably.

Step 2a. If the efforts at amicable adjustment do not resolve the grievance, then, not later than twenty-two (22) school days after receipt of the appeal, the Hearing Officer shall hold a hearing on the grievance.

Step 2b. The aggrieved employee, any Federation representative who may have participated at Step 1, the principal and the Chairman of the Federation Grievance Committee, or his designee, shall be given at least five school days' notice of the hearing and an opportunity to be heard thereat on the subject of the grievance. The appropriate District or Associate Superintendent may participate in such hearing and may advise and counsel the Hearing Officer. In the event the hearing is conducted by a designee of the Executive Director of Personnel, he shall make a written report to said Executive Director.

Step 2c. Within ten school days after the hearing on the appeal, the Executive Director of Personnel shall state his independent decision and the reasons therefor in writing and simultaneously forward copies thereof to the aggrieved employee, to the Federation representatives who participated in this Step and to the principal.

Step 2d. Where a principal has been involved in a determination or an action which gave rise to a grievance, he shall, if requested by the grievant, the Hearing Officer, or the

Superintendent, be present at Step 2 and Step 3 proceedings.

Step 3a. Within twenty-five (25) school days after receiving the decision of the Executive Director of Personnel, the Board or the Federation may submit the matter to arbitration if the grievance, complaint or problem involves the compliance with, or application or interpretation of this Agreement, provided that a grievance concerning any Board action, not inconsistent with any provision of this Agreement, taken under any term of this Agreement, requiring or providing for exercise of the Board's discretion or policy-making powers, may be decided by an arbitrator only if it is based on a complaint that such action was applied in a manner inconsistent with the general practice under such action followed throughout the school system in similar circumstances.

Step 3b. The method for submitting a matter to arbitration shall be as follows: the party to this Agreement desiring that the matter be arbitrated shall serve a written demand for arbitration upon the other party either by certified mail addressed to the other party or by hand-delivery to a person authorized by the other party to receive a demand for arbitration. The party serving the demand for arbitration shall simultaneously mail a copy thereof to the Philadelphia Regional Office of the American Arbitration Association. The American Arbitration Association shall, as promptly as possible after receipt by it of the copy of the demand for arbitration, submit to each of the parties to this Agreement, an identical list of not less than nine names of persons chosen by it from its "Labor Panel." The arbitrator shall be selected from such list in the manner provided in the then obtaining Voluntary Labor Arbitration Rules of the American Arbitration Association, provided, however, that if under such Rules, it is not possible to designate an arbitrator from among the persons named upon such list, said Association shall submit to each of the parties a new identical list of not less than nine names of persons chosen by it from its "Labor Panel." If an arbitrator is not chosen from among the persons named in said second list, said Association shall transmit to each of the parties an identical list containing three names of persons who are members of its "Labor Panel." Within five school days after the mailing of said list containing three names, representatives of the parties shall meet and the representatives of the party who demanded the arbitration shall strike one of said three

## *Article B-VIII*

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names; the representative of the other party shall strike one of the two remaining names; and the person whose name has not been stricken shall act as the arbitrator.

In lieu of the above procedure to select an arbitrator, the parties during the term of this Agreement, may agree to mutually select a permanent arbitrator. In the event either party withdraws its approval of the agreed upon permanent arbitrator, they may mutually select and agree upon another permanent arbitrator. If the parties are unable to agree to a permanent arbitrator, then the procedure to select an impartial arbitrator set forth in the above paragraph shall be followed.

Step 3c. The arbitrator shall issue his decision not later than 30 days after the date of the closing of the hearings or, if oral hearings have been waived, then 30 days from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall have the power and authority to decide, and shall limit his decision strictly to the matters specified in paragraph a of this Step 3; he shall be without power or authority to make any decisions:

Step 3c(i). Contrary to, or inconsistent with or which modifies or varies in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law; or

Step 3c(ii). Which limits or interferes in any way with the powers, duties and the responsibility of the Board under its By-laws, applicable law and rules and regulations having the force and effect of law, except that this clause (ii) shall not be deemed to limit the arbitrator's authority to make decisions or awards which he is authorized to make under this paragraph c on the matter set forth in paragraph a of this Step 3.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties and both will abide by it.

The arbitrator's fee will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a

## *Article B-VIII*

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grievance and the Federation agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

**Section 3. General Provision as to Grievances and Arbitration:**

3a. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

3b. Nothing contained in this Article or elsewhere in this Agreement shall be construed to permit the Federation to present or process in behalf of any employee without his consent a grievance not of the character described in Step 1b.

3c. Lawyers shall not be used by either party at second step grievance hearings.

**Section 4. Appearance and Representation:**

4a. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are during school hours all employees who are present at the hearing shall be excused with pay for that purpose.

4b. At each of the first two steps of the Grievance Procedure, the Board and the Federation shall have the opportunity and duty to present all documentary evidence and witnesses on which each relies in support of its position. At Step 3 of the Grievance Procedure, each of said parties shall be given the opportunity to present all documentary evidence and witnesses on which it relies and shall not be permitted to present any evidence or witnesses not presented at either Step 1 or Step 2, unless such evidence or witnesses were not known to exist and could not by reasonable diligence have been discovered prior to the hearing at Step 3.

4c. No officer or Executive Board member, delegate, representative or agent of a minority organization shall represent the aggrieved employee at Step 1 of this procedure. An agent

## ***Article B-VIII***

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shall include any person who, acting in an official capacity for a minority organization, regularly performs for that organization such acts as distributing literature, collecting dues, circulating petitions, soliciting membership, or serving regularly as a spokesman at employees' meetings. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization other than the Federation.

4d. An employee who is not a Federation representative or such representative's designee shall not accompany or act on behalf of an aggrieved employee at Step 1 of this procedure in more than two grievances during a school year.

5. If a grievance (a) arises from the action of authority higher than the principal of a school or (b) is of such a nature as to involve the application or interpretation of any provision of this Agreement or of any policy or practice or could be deemed as setting a precedent as to the working conditions or welfare of employees, the Federation may present such grievance at Step 2 of this procedure, without Step 1 thereof.

6. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

7a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Federation to lodge an appeal at the next step of this procedure.

7b. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement of the Board and the Federation.

8. Principals shall make arrangements to allow reasonable time without loss of salary for Federation building representatives to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Executive Director of Personnel, after consultation with the Federation, shall make the final determination.

9. Second step hearings of disputes arising out of rostering and/or assignments for the next school year have priority status and shall be heard as soon after May 25 as possible and no later than July 10.

**ARTICLE B-IX  
WELFARE BENEFITS**

1a. The Board agrees to pay 60% of the total premium cost for Blue Cross Hospitalization coverage. This is to include dependency coverage as well as individual coverage.

1b. The Blue Cross program shall provide to all teachers as follows:

1b(i). 120 Preferred Comprehensive Plan;

1b(ii). Full benefits in non-member hospitals;

1b(iii). Coverage for unmarried, dependent children to age 25 if they are full time students.

1c. Beginning September 1, 1981 and through August 31, 1982, one hundred percent (100%) of the Blue Cross premiums of the employes represented by the Federation who are presently eligible for such insurance coverage shall be paid by the employer.

2a. The Board will continue its present participation in the premium cost of all other insurance coverages, but in no case shall this be less than approximately one-half of such premium costs.

2b. Beginning September 1, 1981 through August 31, 1982, the Medical Surgical premiums and Major Medical premiums of the employes represented by the Federation who are presently eligible for such insurance coverage shall be fully paid by the employer.

3. The benefits under the Major Medical insurance plan shall include:

3a. A total maximum deductible for the family of \$150;

3b. Coverage for dependent children until the end of the insurance contract year following their twenty-fourth birthday.

**3c. IMPROVED BENEFITS**

Effective September 1, 1980, the Major Medical benefits shall be increased as follows:

The current Major Medical program has a maximum liability and co-insurance factor in which the employee must always pay

## *Article B-IX*

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twenty percent (20%) of the bill after the first One Hundred Dollars (\$100.00) per year. This arrangement will be changed so that the benefit will be an unlimited maximum and the co-insurance factor will disappear after Two Thousand Dollars (\$2,000.00) of eligible expenses above the basic deductible. The effect of this arrangement is that an employee and his dependents will have an unlimited Major Medical maximum and will no longer be required to pay twenty percent (20%) of the bill after the eligible expenses reach a total of Two Thousand Dollars (\$2,000.00) above the basic deductible.

4a. Upon employment, an employee, irrespective of sex, shall be permitted to obtain coverage under Life Insurance Plan No. 5 without medical examination; an employee in service for more than ninety days electing to obtain such coverage at any other time must undergo a medical examination satisfactory to the insurance carrier, the cost of which he must pay.

Coverage under the Life Insurance Plan No. 5 shall permit an employee to elect life insurance coverage in the amount of \$2,000 or coverage in the following amounts:

<b>Base Salary</b>	<b>Amount</b>
Under \$1,500	\$ 3,438
\$1,500 to 2,999.99	5,000
3,000 to 3,999.99	7,500
4,000 to 4,999.99	8,750
5,000 to 5,999.99	10,000
6,000 to 6,999.99	11,250
7,000 to 7,999.99	12,500
8,000 to 8,999.99	13,750
9,000 to 9,999.99	15,000
10,000 to 10,999.99	16,250
11,000 to 11,999.99	17,500
12,000 to 12,999.99	18,750
13,000 to 13,999.99	20,000
14,000 to 14,999.99	21,250
15,000 to 15,999.99	22,500
16,000 to 16,999.99	23,750
17,000 to 17,999.99	25,000

4b. The amount of insurance provided for employees who retire after September 1, 1970 and who have been participating in the life insurance program, shall be increased from \$1,000 to \$2,000.



5. An individual shall have the option of remaining in the existing weekly indemnity program, or a plan which would provide a uniform benefit duration with various waiting periods based on accumulated sick leave. This plan shall be as follows:

<b>Accumulated Sick Leave</b>	<b>Waiting Period</b>	<b>Benefit Duration</b>
Less than 10 days	7	
10 but less than 30 days	6	52 weeks of benefit
30 but less than 60 days	5	payments after the
60 but less than 90 days	4	individual has util-
90 but less than 120 days	3	ized his/her accu-
120 but less than 150 days	2	mulated sick leave
150 days but less than 180 days	1	plus waiting period
180 days and over	0	

At the commencement of each school year and until the following July 1, the individual, if he/she elects the optional plan, shall be placed in a category relating to his/her accumulated sick leave. Individuals may elect to revert back to the present plan at the commencement of each school year. The waiting period shall apply only once during each school year commencing with July 1 or September 1. The benefits shall be offset by Social Security after five months of continuous disability.

6. The Board and the Federation will engage in joint legislative action to bring about statutory changes in the laws applicable to retirement to:

6a. Enable retirement at one-half salary after twenty-five years of service;

6b. Make it possible for employes to buy retirement credit for periods spent on maternity leave.

7a. The Federation may review each insurance policy under which employes are covered for the purpose of furnishing to each employe a clear statement of the coverage provided and of the procedures to be followed for the purpose of making claims. Such review shall include systemwide insurance coverages provided by the Board.

7b. As soon as possible the Board shall distribute to each employe a statement of all benefits and Employee Welfare programs available to him and to his dependents and annually thereafter shall distribute a detailed statement of any change in such plans or programs.

## *Article B-IX*

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Where a group policy is purchased by the Board to cover any benefit or where a statute is the basis for any benefit, the rights, privileges and duties of each employe with respect to such coverage shall be governed solely by the statute or policy and not by the above statement.

8. Upon appointment, long term substitutes shall become eligible to receive the same insurance rights as regularly appointed employees.

9. Employees shall be granted 3 days leave each year without loss of salary for urgent personal business which cannot be conveniently scheduled on other than work days and for personal emergencies requiring immediate attention. Extension of school holidays, or beginning the summer vacation earlier or extending it later, shall not be deemed personal leave and may not be taken except in most unusual circumstances as herein-after provided. Application for such personal leave shall be made upon a form to be furnished by the Board.

If not more than 10% of the teachers, one N.T.A. and one paraprofessional, in a school request leave for a given day, or if the number requesting leave exceeds the limitations stated above but the granting of such leave will not interfere with the school's program, the employe shall have the right to take the leave.

In the event that the number of employees in a school requesting leave exceeds the limitations stated above and the employee's leave will interfere with the school's program, the Personnel Division shall determine whether the leave shall be denied to the employee or employees last filing such request, provided, however, that if such employee or employees request the leave because of an emergency, the leave shall be granted.

Attendance at the commencement of relatives and friends, absence in connection with the death or funeral of distant relatives and friends, or in connection with the marriages of relatives or friends, and appearances in court in a case in which the employee is plaintiff or defendant will be treated solely as personal leaves.

The Personnel Division shall also determine whether or not the request for personal leave which has the effect of extending the school holidays, or beginning the summer vacation earlier or extending it later, shall, under most unusual circumstances, be granted.

10. If schools are closed by administrative action, an employee shall not be charged for a day of sick leave or personal leave provided that a substitute has not been assigned and paid for that day.

11. The present policy of the Board is that teachers shall not transport children in their automobiles, and other employees shall not be required or permitted to use their automobiles for any purpose in connection with their employment, provided, however, that (1) if this policy is changed, then the Board will provide liability insurance and (2) if the Board becomes a self-insurer, it will furnish legal defense for the employee and make him whole for any costs or verdict obtained against him if he is sued as a result of such use on a previously approved program incident to a school activity.

12a. The present practice shall be continued so that upon termination of service, an employee whose services were not terminated for intentional misconduct shall be entitled to receive compensation for 25% of unused accumulated sick leave days and for 100% of accumulated unused personal leave days.

12b(i). For teachers in the school year of termination, sick leave days shall be accumulated at the rate of 1 day for each calendar month of such year prior to termination of services, except that teachers employed on special service schedule in institutions shall accumulate sick leave at the rate of 1.09 days for each such month up to a total of 11 months.

12b(ii). For other employees in the school year of termination, the accumulation of sick leave days for such year shall be calculated by multiplying by ten the quotient of the number of months worked in such year divided by the total number of working months in said year.

12c(i). For teachers, personal leave is accumulated on a calendar year basis, personal leave in the calendar year of termination of services shall be accumulated at the rate of one day for each  $3\frac{1}{3}$  months prior to such termination, except that teachers employed on special service schedule in institutions shall accumulate personal leave at the rate of one day for each  $3\frac{1}{3}$  months (including July and August) in the calendar year of termination of services.

12c(ii). For other employees, since personal leave is accumulated on a calendar year basis, such leave in the calendar

## ***Article B-IX***

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year of termination of services shall be accumulated for ten month employees at the rate of one day for each three and one-third months of employment prior to such termination and for twelve month employees at the rate of one day for each four months of employment prior to such termination.

12d. Termination pay applicable to evening school service for teachers is provided for in Article T-XI, Section 6b of this Agreement and for Secretaries is provided in S-IX, Section 4.

12e. The value of a leave day for ten-month employees for the above purposes shall be one-two hundredth ( $1/200$ ) of the annual salary such an employee is receiving at the time of termination, and the value of a leave day for the above purposes of a twelve-month employee shall be one-two hundred and fortieth ( $1/240$ ) of the annual salary such employee is receiving at the time of termination.

13. Upon request, a sabbatical leave will be granted to a teacher and other professional employees with a satisfactory rating and with at least twenty years of continuous service for the Board and as further restricted under the rules of the Board as listed in Administrative Bulletin 12. A leave of absence because of the employee's illness or because of his service with an educational institution or with the Federation shall not delay the time at which such sabbatical leave may be taken but, for the purpose of this Section, the duration of such leave of absence, except in the case of a leave of absence for service with the Federation, shall not be included in calculating the length of the employee's service for the Board.

14. The present regulations governing employees during pregnancy and maternity leave shall not be changed except by agreement of the parties.

15. For the purpose of leaves of absence on account of death of an employee's relative, the phrase "immediate family" in Administrative Bulletin 12 shall be deemed to include the employee's father-in-law and mother-in-law.

16. Without limiting or reducing the benefits now accorded under Administrative Bulletin 12, the Board shall continue the policy described below in this section of granting certain benefits to employees beyond the benefits, if any, provided by the Pennsylvania Workmen's Compensation Act:

During the first year of an employee's absence because of injury sustained as the result of a physical assault by reason of his status as an employee and the past or present performance of his duties as an employee, such employee shall be paid an amount, including payments, if any, to which he is entitled under the Workmen's Compensation Act, equal to the compensation he would have received during the period of his absence; his absence shall not be charged against his sick leave or personal leave, and his reasonable medical expenses arising out of such injury will be reimbursed by the Board.

Other details concerning the implementation of this policy are set forth in Administrative Bulletin 12.

17. When authorized in writing by an employee and as soon as it becomes mechanically possible, the amount of his loan and savings payments to a credit union shall be deducted from his salary and transmitted to such credit union, provided that the membership of the credit union is limited to employees of a public school system and to members of their families and that it is chartered by the State or by the Federal Government.

18a. At the end of each school year, the Board shall provide each employee with an accounting of his unused sick leave days and his unused personal leave days.

18b. An employee who fails to submit a properly documented absence card within the pay period of absence shall not be paid until the card is delivered to the principal or his/her designee.

19a. An employee returning from maternity leave before the child's second birthday is entitled to return to the former school if a vacancy exists and for teachers if such assignment does not interfere with racial balance and experience balance. If such employee is not assigned to her former school, she shall be considered as having received an involuntary transfer. Teachers shall be assigned in accordance with the provisions of Article T-VIII, Section 10f of the Agreement and secretaries shall be assigned in accordance with the provisions of Administrative Bulletin 19.

19b. Within ninety days before the child's second birthday an employee may apply for an extension of the maternity leave beyond the child's second birthday, but the entire leave shall not exceed a total of four years. If the employee uses this exten-

## Article B-IX

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sion, she loses her entitlement to return to her former school as well as her school seniority but not her systemwide seniority.

20. Inoculation against childhood diseases shall be provided for any employee who desires such inoculation at no cost to the employee.

21a. The Board and the Federation shall join in negotiations with local universities to arrange for regular credit courses to be given at convenient locations in the several numbered districts.

21b. Upon presentation of proper identification, employees will be enrolled in evening school classes, on a no fee basis, where such classes already exist, to the extent that places in such classes permit.

### 22. PHILADELPHIA FEDERATION OF TEACHERS—HEALTH AND WELFARE FUND

#### 22a. CREATION OF TRUST FUND

It is understood and agreed that the Philadelphia Federation of Teachers, Local 3, AFT, AFL-CIO shall establish a Trust Fund to be designated and known as the "Philadelphia Federation of Teachers Health and Welfare Fund". Beginning with the 1978-1979 school year the Board shall pay into such fund the sum of five hundred eighty-one dollars (\$581.00) for each employee. The aforementioned five hundred eighty-one dollars (\$581.00) shall be paid by the Board to the Trust Fund at the rate of twenty-nine dollars and five cents (\$29.05) for each of twenty (20) full bi-weekly pay periods.

Effective the dates set forth below the sum for the school year and for each of twenty (20) full bi-weekly pay periods shall be as follows:

	<b>School Year</b>	<b>20 full Bi-weekly Pay Periods</b>
September 1, 1980	\$711	\$35.55

Effective February 1, 1977, for part time employees who are not now receiving full Health and Welfare benefits, one half the contribution above shall be paid in the same manner as described in this Article.

In the event an employee ceases to be employed by the Board,

the obligation of the Board shall be prorated for the period of employment.

The Trust Fund shall have its place of business in Philadelphia, Pennsylvania, and it shall be operated by a Board of Seven (7) Trustees, Six (6) of whom shall be appointed by the Federation and one of whom shall be the Superintendent of Schools or his designee.

**22b. PURPOSE OF TRUST FUND.**

The purposes of the Trust Fund shall be to make payments from principal or income or both, of (1) benefits to employes, their families and dependents for medical and hospital care; (2) benefits on account of sickness, temporary disability, permanent disability, death or retirement; (3) benefits for any and all other purposes which may be specified by the Trustees of the Fund, provided same are within the scope of applicable law.

Subject to the stated purposes of the Trust Fund, and applicable law, the Trustees shall have full authority to establish rules and regulations with respect to coverage, amounts of benefits, eligibility, priorities among classes of benefits, methods of providing or arranging for provisions for benefits, investment of Trust Funds, and all other related matters including reasonable and necessary administrative costs.

**22c. PAYMENT TO TRUST FUND.**

The payments to the Trust Fund shall be made by the Board to the Fund at the conclusion of each full bi-weekly pay period for twenty (20) such payments during the school year.

**22d. TITLE TO MONIES PAID INTO TRUST FUND.**

Title to all the monies paid into and/or due and owing said Trust Fund shall be vested in and remain exclusively in the Trustees of the Trust Fund. No benefits or monies payable from this Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. The monies to be paid into said Trust Fund shall not constitute or be deemed wages due to the individual employe nor shall said monies in any manner be liable for or subject to the debts, contracts, liabilities or torts of any beneficiary of such Trust Fund.

## *Article B-IX*

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### **22e. LEAVE OF ABSENCE FOR EMPLOYEES TO WORK FOR HEALTH AND WELFARE FUND.**

In accordance with the provisions of Article B-II, Section 8a and 8b of this Agreement, employees who are elected and/or appointed to full time positions with the "Philadelphia Federation of Teachers Health and Welfare Fund" shall be granted leaves of absence for the purpose of accepting those positions. No more than ten (10) employees from among all of the bargaining units presently represented by the Federation shall be granted such leaves of absence for any school year.

23. Except during Christmas and Easter holiday periods, evening school employees will be paid for all holidays which fall on a day when they normally work and when the day school is closed, to a maximum of three (3) days in each school year.

24a. Evening school employees will be given, for each period beginning September 1, and ending August 31, up to a maximum of two (2) days sick leave with full pay. Twenty (20) sessions of work will entitle such employee to one (1) day of accrued sick leave. Such sick leave shall be cumulative without limit; however, a maximum of only 10 days of accumulated sick leave may be used in any one year.

24b. An evening school employee shall be paid 25% of his unused sick leave at the termination of all employment by the School District of Philadelphia. Such pay shall be at the rate applicable when the employee last served in evening school.

25. The Board agrees to establish the "Philadelphia Federation of Teachers Legal Services Trust Fund" which will be organized to qualify as a tax exempt organization pursuant to the provisions of the United States Internal Revenue Code of 1954, as amended. The exclusive function of said Trust being to form part of a qualified legal services plan within the meaning of Section 120 of the United States Internal Revenue Code of 1954, as amended. Effective with the school year commencing September 1, 1980, and for each school year thereafter during which this Agreement is in effect, the Board shall pay to said Trust Fund \$100.00 per year for each employee covered by this Agreement payable at the rate of \$5.00 per employee per pay period for twenty (20) full bi-weekly pay periods each school year.

It is further agreed that there shall be established a qualified



group legal services plan of which the aforescribed Trust Fund shall form a part, pursuant to the provisions of Section 120 of the United States Internal Revenue Code of 1954, as amended.

The purpose of the Philadelphia Federation of Teachers Legal Services Trust Fund shall be to provide for the exclusive benefit of employes, their spouses or dependents specified benefits consisting of personal legal services through prepayment of, or provision in advance for, legal fees in whole or in part.

The Philadelphia Federation of Teachers Legal Services Trust Fund shall have such places of business as the Trustees in their discretion may from time to time direct. The Philadelphia Federation of Teachers Legal Services Trust Fund shall be operated in the same manner as the Philadelphia Federation of Teachers Health and Welfare Fund by a Board of seven (7) Trustees, six (6) of whom shall be appointed by the Federation and one of whom shall be the Superintendent of Schools or his designee.

All provisions of Section 22 above which are applicable to the Philadelphia Federation of Teachers Health and Welfare Fund, with respect to the Trustees' authority to establish rules and regulations regarding coverage, amounts of benefits, eligibility, methods of providing and/or arranging for the provision of benefits, investments of funds and other related matters; to leaves of absence for School District employes working for the Fund, to prorating the payments of employes who cease working for the Board; to the methods and times of payments of amounts to the Fund; and to the title of the monies paid to the Fund, shall be fully applicable to the Philadelphia Federation of Teachers Legal Services Trust Fund to the extent permissible under applicable law.

26. The School District of Philadelphia shall provide equal fringe benefits for male and female employes. Medical benefits shall cover female related medical matters, such as obstetrics, on the same basis as all other temporary disabilities.

27. The Board and the Federation shall establish a Joint Committee to study the feasibility of an early retirement incentive program in order to mutually benefit both the employer and the employes.

## *Article B-X*

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### **ARTICLE B-X LONG TERM SUBSTITUTES**

1a. A per diem substitute employee shall become eligible for, and be deemed to hold long term status, and shall be assigned as a long term substitute in the position he holds, when he has:

(i) Served at least twenty (20) consecutive days in a position likely to exist for three (3) months or more; and

(ii) Received a rating of "Satisfactory" from the principal during such twenty (20) days of per diem service.

1b. If an employee once designated a long term substitute is assigned to a position likely to exist for three (3) months or more, such long term substitute shall not be required again to fulfill the other requirements of 1a(i) and 1a(ii) above.

2a. Whenever possible, a long term substitute must be given two weeks notice before he is replaced by an appointed employee.

2b. Preference for known long term vacancies by seniority will be given to long term substitutes who have shown competence in the subject to be taught or area of assignment, and who have not been recommended for dismissal in prior assignments.

3. Long term substitutes shall be required to perform only those duties normally required of an appointed employee.

### **ARTICLE B-XI RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

The Federation and the Board agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. The Federation, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, and will undertake to exert its best efforts to discourage any such acts by any such employees.

### **ARTICLE B-XII DURATION OF AGREEMENT**

This Agreement shall be in effect from September 1, 1980 through August 31, 1982. Either party may give twenty days

written notice of its intention to open negotiations for a new Agreement in accordance with the procedure and time schedule as outlined in Public Employees' Relations Act 195 of the 1970 Session of the General Assembly.

### **ARTICLE B-XIII CONCLUSION**

In a field of collective bargaining which presents new and unresolved problems, the parties have successfully defined in this Agreement the proper area of interest on the part of the employes in their rates of pay and conditions of work while providing simultaneously a mechanism for the employes through the Federation to convey to the Board their views based on their knowledge and experience on matters of educational policy and professional concern.

This Agreement entered into by the Board in the exercise of its authority under the provisions of law provides terms and conditions for the joint relationship which will redound not only to the benefit of the Board and the employes but more particularly to the benefit of the students as well.

At the same time, it is the purpose of this Agreement to preserve the complete authority of the Board to take action not inconsistent with any provision of this Agreement in respect of the policies and administration of the school system which it exercises under the provisions of law.

With such a definition of the respective rights and obligations of the parties, the parties hereto believe that the Agreement will thus provide the basis for making more effective and efficient the school system of Philadelphia.

### **ARTICLE B-XIV GUARANTEE CLAUSE**

During the term of this Agreement, the Board agrees that it will appropriate in its annual budget(s) for each year of the contract sufficient monies to provide for, maintain and guarantee without exception each and every economic provision set forth in this Agreement. The Board further agrees that it will not, under any circumstances, unilaterally abrogate any economic provision of this Agreement during its term.

### **ARTICLE B-XV JOB SECURITY**

1. The parties agree that all employes who were regularly

## *Article B-XV*

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appointed to a full-time and/or part-time position and who were employed in that position during September 1, 1979 to June 30, 1980 school year shall be reemployed effective immediately and/or continued to be employed in their positions continuously during the term of this Agreement, thereby guaranteeing such employees full and complete job security during the term of this Agreement, except that in each job classification, employees may be laid off only in proportion to the projected decline in pupil enrollment as of the allotment date for the second year of this Agreement, such layoffs to be effective in that year only after giving required notice to such employees on or before June 30, 1981.

To the extent that vacancies occur, due to new or expanded programs, sabbatical leaves, study leaves, long-term illness leaves, etc., or to maintain the class size and preparation time provisions of this contract, the Board will reassign laid-off employees first to any position or positions for which the Board needs additional employees and for which the laid-off employee is qualified, first in a position in employee's area of certification(s) and/or classification(s) and if such position is not available, then in another position which is available for which the laid-off employee is competent to perform.

In the event that such laid-off employees are not competent to accept such positions, the Board shall make available appropriate retraining opportunities. Such retraining shall be provided by the Board or the City of Philadelphia's Office of Employment and Training. Wherever the salary of the position to which an employee has been reassigned is lower than their previous salary, he/she shall be red-circled.

When and if during the term of this Agreement, the Federal Government decides not to fund adequately one or more of the Board's Federally and/or Categorically funded programs, the Board agrees that it will immediately request the Federation to join with the Board to meet with representatives of the Federal Government or other funding agency, for the purpose of having the Federal Government or other funding agency reconsider its decision not to fund adequately one or more of its programs. In no case can the Board request the Federal Government or other funding agency in any way that any of the Board's Federally and/or Categorically funded programs should not be adequately funded if such action would result in layoffs. If the Federal Government or other funding agency

should decide not adequately to fund a program or programs, which the Board is operating during the term of this Agreement, notwithstanding the joint efforts of the Board and the Federation to prevent such curtailment, then the Board shall make every effort to avoid layoffs of the employees involved in the Federally and/or Categorically funded program(s) which is/are being curtailed.

Except that employees in the Get Set, Follow Through, Child Care and ESAA Desegregation programs who were regularly appointed to a full time or part time position and who were employed in that position during the September 1, 1979 to June 30, 1980 school year shall be reemployed and/or continued to be employed in their positions continuously during the term of this Agreement thereby guaranteeing such employees full and complete job security during the term of this Agreement.

The number of employees to be laid off because of a decision by the Federal Government or other funding agency to curtail a program(s) operated by the Board and any and all other disputes under this Article shall be subject to the grievance and arbitration provisions of this Agreement. Whenever such a dispute shall arise, the Federation shall have the right to examine the Board's books and records.

Employees need not be replaced when and if they should leave their positions by reason of death, retirement or termination of employment, except for but not limited to the class size or preparation time provisions of this Agreement or by applicable law, and provided that no employee competent to fill such position is on layoff.

2. When and if layoffs are effected it is agreed that senior employees in a position and/or classification shall have the right to take layoff in lieu of an employee with less seniority in the position and/or classification.

#### **ARTICLE B-XVI NON-REPRISAL CLAUSE**

a. The Board and the Federation agree that no reprisals whatsoever, whether they be economic, non-economic or otherwise, shall be imposed by either party against any employee, whether or not such employee is in any bargaining unit, repre-

## ***Article B-XVI***

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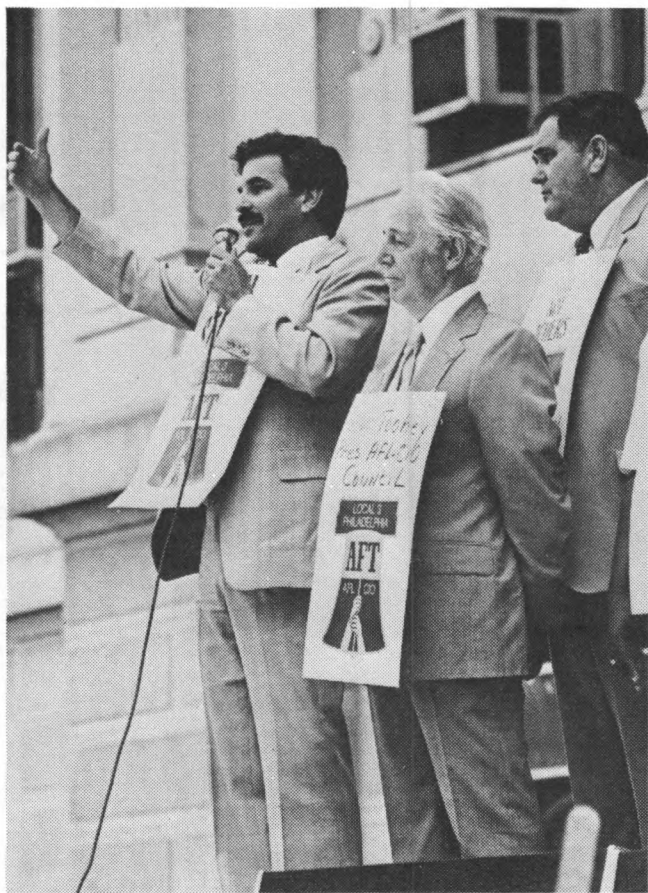
sented by the Federation, on account of his/her activities or lack of activities relating to the work stoppage.

b. The Board and the Federation agree that no such employe shall be punished or rewarded, discriminated against or harassed on account of his/her activities or lack of activities relating to the work stoppage.

c. No record or notation regarding the work stoppage shall be entered in the files or records of the parties of any such employe of the Board.

d. The Board and the Federation have agreed to request that all persons who have filed or may file criminal charges against Federation members who engaged in the work stoppage, to withdraw all such charges.

e. The Board agrees to petition the court to withdraw and/or dismiss with prejudice all petitions to ban picketing and all other legal actions instituted by the Board.







## **SECTION T**

### **Provisions Relating to TEACHERS, PSYCHOLOGISTS, THERAPISTS, DENTAL HYGIENISTS AND DENTISTS ONLY**

**(SEE ALSO BASIC PROVISIONS)**

**September 1, 1980**

**to**

**August 31, 1982**

SECTION 7

Provisions Relating

to

TEACHERS, PSYCHOLOGISTS,

THERAPISTS, DENTAL

HYGIENISTS AND

DENTISTS ONLY

(SEE ALSO BASIC PROVISIONS)

September 1, 1960

to

August 31, 1962

## **ARTICLE T-I RECOGNITION**

The Board of Education (hereinafter referred to as the "Board") recognizes the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Federation") as the sole and exclusive bargaining representative for all classroom teachers, guidance counselors, librarians, home and school visitors, formerly known as attendance officers, Masterman teachers, teachers on leave, special classroom teachers (i.e. home-bound, museum or those who rotate from one school to another), collaborating teachers or consulting teachers, provisional teachers, long term substitute teachers, department heads, coordinators, administrative assistants and released teachers as listed in Resolution 3 of the Board minutes of February 9, 1965, (all of whom are hereinafter referred to as a "teacher" or "teachers"); teachers in school extension programs and in evening schools (hereinafter referred to as Evening School Teachers); therapists, pursuant to the Resolution of the Board dated August 8, 1966, dental hygienists pursuant to the Resolution of the Board dated May 13, 1968, school psychologists, pursuant to the Resolution of the Board dated October 27, 1969 and dentists pursuant to the Resolution of the Board dated April 10, 1972.

## **ARTICLE T-II DAY-YEAR-ROSTER**

1a. The present teacher day for each school level is as follows:

Elementary .....	8:45 a.m. to 3:30 p.m. (1 hour and 15 minutes lunch)
Junior High .....	8:45 a.m. to 3:00 p.m.
Technical High .....	8:45 a.m. to 2:30 p.m.
Senior High .....	8:40 a.m. to 2:43 p.m.

"Middle Schools" shall for all purposes of this Agreement be deemed to be and be treated as junior high schools.

The above schedule is subject to modification in meeting unique needs as long as there is no increase in the total hours of work.

1b. The school year for students shall consist of 187 days and for teachers shall consist of 190 work days.

## *Article T-II*

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1c. In senior high schools where physical facilities permit, the teaching time for teachers shall be 20 minutes longer per day than in the school year 1970-71 within the elapsed time in effect at that time. In order to comply with the instructional time requirement of the Commonwealth of Pennsylvania, the present five (5) minute lead time in Senior High Schools shall be utilized for instruction, and teachers shall be rostered in accordance with this change. The present length of the teacher day in the Senior High schools shall be increased by thirteen (13) minutes. All Senior High teachers whose day is extended by these thirteen (13) minutes shall be paid for the additional thirteen (13) minutes per day at the present extra-curricular pay rates. Under this arrangement, the total additional eighteen (18) minutes of instructional time shall be rostered as an integral part of the regular senior high school day. The extra-curricular classes which had existed pursuant to Article T-II, Section 1f of the expiring collective bargaining agreement shall no longer exist. This diminution in extra-curricular classes shall not affect other extra-curricular activities not related to the length of the Senior High School day.

1c(i). In junior high schools where physical facilities permit, the daily instructional time for students shall be increased by increasing the length of the class periods. In such junior high schools the teaching time for teachers shall be 15 minutes longer per day than in the school year 1970-71 within the elapsed time specified in Section 1a of this Article. An advisor shall be assigned to no more than 25 periods in addition to the guidance period. A non-advisor shall be assigned to no more than 28 periods.

The number of teaching periods per teacher per week shall remain as in the 1970-71 school year.

1d. Each teacher shall be assured a duty-free lunch period co-extensive with one of the lunch periods for students current in the teacher's school, provided, however, that the duration of a teacher's lunch period shall be not less than 45 minutes in an elementary school and not less than 40 minutes in any other school, provided, however, that the duration of a teacher's lunch period above provided for may be reduced by the number of minutes by which, in his school, the "teacher day" above provided for is reduced. If his school has no lunchroom facilities, the teacher shall be assured a duty-free lunch period of one hour.

In dual shift schools, a teacher whose regular schedule is entirely within one shift shall not have a lunch period.

1e. During the school year 1972-73 the provisions of Article IV, Section 1a through 1e of the 1970-72 Agreement applicable to the 1971-72 school year shall remain in effect.

2. No teacher shall be required to teach a split roster.

3. A teacher may, with his consent, be assigned to more than five periods of teaching a week outside of his field of appointment.

4a. Notification of his proposed grade or class assignment for the following school year shall be given to each teacher at as early a date as possible, but, in any event, no later than May 25, if possible.

4b. In secondary schools, the principal, such members of the faculty as he may designate and the building committee shall discuss criteria for rostering for the following school year based upon suggestions submitted by the faculty to the principal, his designees, and to members of the building committee. No later than May 25, the principal shall present the tentative roster plans to the building committee to afford it an opportunity to ascertain that the criteria adopted have been fairly followed.

In senior high schools by June 10, tentative rosters shall be distributed to the individual teachers. If changes are necessary between tentative rosters and final rosters, any teachers concerned shall be notified. If the teachers concerned are no longer in school (because of the summer vacation), and cannot be reached, the Board shall communicate the changes and the reasons for them to the Federation office for transmission to the teachers involved. In addition to the Building Committee, any interested teacher from that particular school may examine the organization plan.

In junior high schools by June 10, teachers shall be notified of what grades and sections they will teach. Where grouping is practiced, teachers shall also be notified of the ability levels of each group they are scheduled to teach. During the summer when the roster is actually being constructed, any teacher as well as members of the building committee may come to the school to review and discuss the roster as it is being constructed, with the administrator in charge.

## *Article T-II*

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The master roster shall be posted in each school.

5. In departmentalized schools, rostering practices shall include a limitation on the number of grade levels or subjects and the number of tracks within grade level or subjects to be taught. The number of grade levels or subjects to be taught shall be limited to three and the number of different lessons to be prepared according to grade level and type of class within the grade level shall be limited to four, except where the number of specialized subject area teachers assigned to a department makes such limitations impossible.

6. Where floating rosters are necessary in a school, they shall be shared equitably among all departments except as to those classes which must be held in a room in which necessary equipment is not readily movable.

7. Pursuant to Article T-II, Section 5, a junior high school major subject teacher shall, where possible, be scheduled to not more than six different groups during a week with a total of no more than 24 periods in major subjects or to not more than 5 different groups with a total of no more than 25 periods in major subjects. Special consideration shall be given to rosters assigned to new teachers.

8. Where administratively possible, Junior, Senior and Technical High School teachers shall be rostered for no more than three consecutive teaching periods except that where multiple periods are involved they shall be rostered for no more than four consecutive teaching periods.

9. Whenever a teacher is required to cover an assignment during a preparation period, he shall receive in writing the reason therefor before the request or not later than the next school day.

10. A teacher in the elementary school supportive position who wishes to return to a grade assignment, and is so qualified, may indicate this desire in writing to the principal by March 31 for the following term. Reorganization for the following term must then include said teacher as a classroom teacher if there is a vacancy, and if no vacancy occurs, the staff member with a grade assignment with least seniority must assume the supportive position.

11. Museum education instructors shall have a more flexible lunch hour in order that classes may be scheduled between noon and 1 P.M. when requested, and at other times than 10 A.M. and 11 A.M. and 1 P.M. The individual museum education teacher is to be consulted when classes are scheduled at other than 10 A.M., 11 A.M., and 1 P.M.

### **ARTICLE T-III DUTIES-MEETINGS-DISCIPLINE**

1a. Promptly upon the execution of this Agreement, the Board and the Federation shall each designate not more than four persons to constitute a Joint Committee whose function it shall be to study extra-curricular activities other than those listed in Section 10 of Article T-VII the number of teacher hours required for and to be allotted to each such activity; and the procedures to be used in staffing such activities. The report of said committee shall be rendered to the Board and the Federation not later than March 1, 1971. The Board will, before April 1, 1971, announce the action, not in conflict with Section 11 of Article T-VII hereof, which the Board takes upon said report and such action shall be effective as of September 1, 1971.

1b. Pursuant to the parties' mutual objective of returning teachers to a full teaching schedule in the classroom wherever possible, such activities as sponsoring of the yearbook, acting as senior class sponsor and the like shall be rescheduled for hours prior to the beginning or subsequent to the end of the school day. Teachers engaged in such activities shall be compensated therefor by being paid at the extra-curricular rate for each hour allotted thereto rather than by being granted roster compensation as heretofore.

1c. A teacher who is performing any such activity as mentioned in subsection "b" of this section during the school day and is receiving roster compensation therefor, who is rescheduled to pre or post-school day hours for the performance of such activity, shall, immediately upon such rescheduling, be paid at the extra-curricular rate per hour for all hours allotted thereto.

2. To the extent possible, teachers shall be relieved of non-teaching duties such as hall patrol, lunchroom, locker room,

### *Article T-III*

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lavatory, clerical and yard duties. In addition, where release from such non-teaching duties will permit the return of a teacher, first, to a normal teaching load, and second, to other professional duties, the savings resulting therefrom shall be applied toward the further elimination of such non-teaching duties and the hiring of non-teaching assistants and matrons for this purpose. The release from such non-teaching duties made possible by effectuation of the preceding sentence shall be equitably allocated among, and afforded to all teachers.

Upon the execution of this Agreement, the Board and the Federation shall designate representatives to constitute a joint committee whose function it shall be to obtain data concerning, and to see to the effectuation of the foregoing paragraph.

3. No teacher shall be required to perform duty on street corners which are not on the sidewalk immediately adjacent to school buildings. Duty on street corners may be required of a teacher only if the need for such duty exists and police officers, crossing guards or non-teaching assistants are not available for such duty, and such duty in the past has been traditionally performed by teachers in that school.

4. All non-teaching duties and emergency assignments within a school are to be shared among all teachers, except kindergarten teachers, on an equitable basis.

5a. All faculty meetings are to be held on school time (defined as the pupil day), except that with permission of the District Superintendent, two faculty meetings a month may be extended by a maximum of thirty minutes each beyond school time.

5b. Except in case of emergency which cannot be avoided and except for a meeting to be held during the first four weeks of the school year, at least two weeks notice shall be given of any faculty meeting extending beyond school time.

5c. Teachers shall be entitled to submit written requests for inclusion of subjects on the agenda of faculty meetings and the method of presentation thereof. If the matter will not be included on the next agenda, the Principal shall, in writing, notify the teacher making the request either of the date when the subject will be so included or of the reason of his refusal so to do.



5d. Any printed or duplicated materials distributed at a faculty meeting shall not be read to the teachers.

6a. A teacher shall not be required to participate in more than two night activities during a school year.

6b. The principal shall consult with the building committee concerning the date of any evening meeting at which the attendance of teachers is required.

7. An Evening School teacher shall suffer no loss in leave time or evening school pay if he is absent because he is required to attend an unpaid activity by his day school principal.

8. Scheduled meetings on school time for teachers shall be held only if a reasonable alternative cannot be found. In case it is necessary to hold a meeting on school time with teachers, substitute service shall be provided as follows:

(1) Length of meeting 2 to 3 hours— $1\frac{1}{2}$  day of substitute service.

(2) Length of meeting more than 3 hours—1 day of substitute service.

9. Tenured and/or non-tenured employees shall not be subjected to discipline or discharge except for just cause and in such cases the employee affected shall have the option of electing to proceed under the provisions of the Pennsylvania Public School Code or, in the alternative, under the grievance and arbitration provisions of this Agreement.

#### **ARTICLE T-IV COMMITTEES**

1. The Director of Student Scheduling and a committee designated by him shall meet periodically with a committee of roster and organization chairmen to discuss the improvement of computer scheduling.

2. The practical experience of teachers in particular instruction areas is to be utilized through their membership in broad-based committees in the planning, layout and equipping of all school facilities and in the determination of supplies to be included on lists distributed to the schools, of supplies that may be requisitioned.

## *Article T-IV*

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3. By November 1, 1970, a committee shall be established which shall include among its members representatives of the Federation to study and make recommendations for a unified plan relating to the supervision of student teachers and compensation therefor, if any.

4a. The principal and building committee shall jointly formulate the criteria to be used in the selection of teachers for positions or tasks or extra-curricular activities of a school, provided, however, that participation in other uncompensated duties or activities within the School District shall not be one of such criteria.

In the event of inability to agree on the criteria, the determination of the principal shall be final, provided it is neither arbitrary nor capricious. All teachers, including special class teachers, in the school who meet the criteria for such positions or tasks shall be eligible for assignment thereto.

4b. Where two teachers objectively approximately equally meet the established criteria for a position or task within a school, seniority shall govern the appointment to that position.

5a. In order to encourage greater teacher participation in curriculum planning, lists of proposed curriculum committees shall be published within schools so that teachers may have an opportunity to apply for membership.

5b. Every systemwide curriculum committee shall include at least one teacher from each school district.

5c. Curriculum committee reports shall identify the suggested basic skills and knowledge appropriate to the curriculum being designed. Reference shall be made to specific materials and techniques which will achieve such skills and knowledge.

All final reports of such committees shall include a minority or dissenting report if such opinion exists.

5d. In the event that district curriculum and/or textbook committees are established by a District Superintendent, there shall be an adequate number of teacher members on such committees selected in accordance with the provisions of Article B-II, Section 2a of this Agreement, in addition to those selected in accordance with Article B-II, Section 2b. Should the Board decline to select anyone named on the first list of

nominees submitted by the Federation, the Federation shall submit an additional list from which the Board shall make its selection.

6a. Teachers shall continue to participate in the book listing practices of the school system to obtain more flexibility in the selection of books and to expand the lists.

6b. Book listing committees shall also prepare lists of instructional aids and materials appropriate to their area of responsibility.

6c. When a book is removed from the current book list, it shall be listed on a non-current list accompanied by the date when it will be removed therefrom.

7. When the Home and School Association of a given school or the faculty thereof requests a teacher representative, such a teacher representative shall be elected by the teachers of that school.

8. An ad hoc committee, which shall include representatives of the Federation, shall be established to study problems of articulation between junior and senior high schools.

9. The Board and the Federation shall establish a Joint Committee to study the effective use of teacher preparation time.

#### **ARTICLE T-V PUPILS-PROGRAMS-CURRICULUM**

1. Where programs referred to in section 1b(i) of Article B-II provide for the employment of employees (1) to provide training and instructional services to specialized groups of students, not part of the State mandated school program, and (2) who are not required by the contract or grant document governing the program to meet state requirements for fully qualified teachers, such employees, to the extent permitted by applicable law, regulations, guidelines, contract or grant document, shall be paid at the rate of a long term substitute for the first six hours and at the School Extension rate for all additional hours worked.

To the extent permitted by such contract or grant document, the Board shall provide to the employees engaged in such programs the working conditions provided in this Agreement.

## *Article T-V*

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2. All specialist teacher positions hereafter to be filled, such as Reading Adjustment, Collaborating, Consulting, Physical Education, Art, Music, Administrative Assistants, EIP Consulting Teachers and other similar new specialist teacher positions in the elementary schools shall be impartially filled on the basis of an examination appropriate for each such category.

3. The preparation of daily or weekly lesson plans by a teacher with a satisfactory rating who has completed the probationary period may be required only to the extent of an outline of the daily activities of the class including topic, instructional aids and supplies used and references to textbooks and/or curriculum guides. If a teacher's classroom performance appears to be, or is becoming unsatisfactory, he may be required to prepare more detailed lesson plans.

4. The Board and the Federation agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have immediate recourse to administrators who shall give the teacher effective and consistent support in each case.

In order to involve the teacher more fully in the handling of behavioral problems, it is agreed that the teacher shall communicate a summary of the problem and, if possible, its cause to the principal promptly upon requesting assistance. The principal or his designee shall promptly take appropriate action and shall notify the teacher immediately thereafter. Where such communication from the teacher to the Principal is in writing the Principal's notification to the teacher shall be in writing.

The utilization of a properly filled in form shall be deemed to be in compliance with this provision.

5a. Emotionally disturbed pupils and pupils who present severe disciplinary problems impede the educational progress of the entire class. Teachers faced with such pupils in their classes shall be given early additional support to help them treat with resulting problems by making available to them the counseling, psychological and psychiatric services of the school system and by giving serious consideration to the removal of such pupils from the class, not for the purpose of punishing the pupils involved but rather to find the causes of such be-

havior and to attain remedies therefor.

5b. Mentally, emotionally and educationally handicapped children shall at the earliest possible opportunity be placed in classes that are best prepared to meet their needs. This shall be done following careful study made promptly upon indication of need therefor of the characteristics, development and unique problems of the child requiring special attention. The combined judgment of the principal and teacher or teachers involved shall be added to the diagnosis and prescriptive information provided by the school psychologist in order to help the principal to determine the best possible placement for the child.

5c. Where possible, children shall be placed in an appropriate setting within thirty (30) days of the receipt of a psychological evaluation.

5d. If a child exhibits anti-social behavior, such essential information shall be recorded in the pupil pocket and maintained for a period of eighteen months if the pupil has not exhibited similar and/or related behavior.

6. Grades given by a teacher shall not be changed without written notice to the teacher.

7. The School District shall make periodic reports and evaluations of all experimental and model programs of instruction and shall make them available to any interested teacher.

8. The Superintendent shall determine the forms, requisitions and tests which he will require teachers periodically to complete or administer and shall furnish to each teacher at the beginning of each school year a schedule of the dates, hereinafter called "due dates," upon which these are to be submitted or administered. Changes in such schedule and additions thereto may be made upon ten (10) school days' notice prior to the due date. Teachers may be required to complete or administer forms, requisitions and tests not listed in said schedule upon ten (10) school days' notice prior to the due date thereof, unless the government agency or private foundation requiring such forms, requisitions or tests, has not requested them in sufficient time to make it possible to give the teachers ten (10) school days' notice.

## *Article T-VI*

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9. To the extent administratively possible, a teacher with appropriate qualifications shall be given opportunity to teach classes of varying grade and achievement levels.

10. No student teacher shall be assigned to a teacher who has less than two years of teaching experience and who does not hold provisional or permanent certification for the subject being taught.

11a. The Board and the Federation agree that special attention and supportive help and guidance in classroom techniques shall be provided the new teacher. All available resources including principals, vice principals, department heads and administrative assistants, as well as the experience and diverse abilities of all teachers, should be utilized to help orient the new teacher. New teachers may be given an orientation program supervised and demonstrated by the principal. No more than 15 hours without compensation shall be used for such purposes during the year. Special consideration shall be given to rosters assigned to new teachers.

11b. A joint Administration-Federation committee shall be formed for the purpose of formulating a program where support, help and guidance are to be provided for any long term, provisional, or Temporary Professional Employee whose performance indicates a need for such assistance. An attempt will be made to obtain college and/or in-service credit for such a program.

12. Any team teaching model introduced into a school shall provide the teachers involved with adequate planning time appropriate to the nature of that model.

13. Home Economics classes shall be open to students of both sexes to the extent space in such classes is available in a school.

14. Report cards and other appropriate literature for parents shall be provided in Spanish for children from Spanish speaking homes.

### **ARTICLE T-VI SUPPORT SERVICES - SUPPLIES - FACILITIES**

1a. The Superintendent of Schools shall, where possible, assign a total of at least 25 long term substitutes hereinafter

called "auxiliary teachers," to schools with:

1a(i). A faculty large enough to have normal daily absences sufficient to warrant such service;

1a(ii). An abnormal daily teacher absence sufficient to warrant such service, regardless of the size of the school; and

1a(iii). To a cluster of schools no one of which alone qualifies for such assignment, but which, because of proximity and collective needs arising from the reasons set forth in (i) and (ii) above, are able to make use of such assignments.

1b. The District Superintendent may assign an auxiliary teacher to another school in the event that the school or cluster of schools to which he is assigned has no faculty absences on a given day. Notice of such change of school shall be given to the affected auxiliary teacher as long before such change as possible.

1c. Such auxiliary teacher shall, in accordance with their seniority, be appointed from among those certified long term substitutes who have a satisfactory rating.

2a. To the extent possible, per diem substitute teachers shall be distributed equitably among all districts.

2b. Per diem substitutes, who will not be permanently hired, shall be trained to relieve museum education teachers in the event that they are ill and cannot come to work.

3. In the event a lead teacher is absent, a substitute shall be provided for a full day of class coverage to permit the remaining lead teacher to assume lead teacher functions for the full day.

4. An orientation program shall be provided for NTAs. An adequate portion of such program shall be directed to increasing their ability to assist a teacher.

5. Tentative duty rosters for paraprofessional employees in a school shall be prepared and posted in each school. Job descriptions of paraprofessionals shall be available in the schools.

6. Audio-visual materials (e.g., films, tapes, etc.) shall be available from the division of audio-visual aids for classroom

## *Article T-VI*

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use up to the last day of the school year on which children are in attendance.

7. At the beginning of each school year, the appropriate offices shall issue, in each subject area, a list of materials, services and resources available to teachers.

8. Each teacher shall be provided with a sufficient number of appropriate textbooks.

9. Teachers may requisition books and supplies from the lists of all levels to enable teaching at the level of the pupil.

10a. In the 1976-77 budget, the Board has allocated an amount to be spent for textbooks, library books, educational supplies, visual aids, and other essential materials.

10b. Regular requirements of materials, books and supplies shall, subject to the approval of the principal, be requisitioned by a teacher after consultation among the teachers of the grade level or department in a school, or among all teachers in the school, as the principal may deem to be appropriate, for the purpose of more effectively using the monies allocated thereto.

10c. In order to facilitate the operation of the schools with respect to necessary instructional supplies, the following procedures shall apply:

10c(i). Annual quantities of certain critical supply items, named School Opening Supplies, and bulk paper items shall be delivered to all schools prior to the school year opening. Requisitions for these supplies are to be completed in May. The remainder of the supplies shall be delivered to the schools during the year on a monthly basis in group commodities appropriately labeled.

10c(ii). To accommodate unanticipated demands, certain items shall be maintained in warehouse stock for emergencies and can be obtained by the submission of a pre-printed requisition form.

10c(iii). A Federation Committee shall meet with representatives from the Division of Service Operations to discuss improvement in requisitioning listed and unlisted books, supplies and instructional aids.



10c(iv). During the school year 1970-71, a pilot project involving direct purchase capability at the school level was in operation. The procedures which were successful shall be extended to the other districts in the school system.

10d. In each school year, each teacher shall have the right to expend \$25 out of his school's allotment for supplies, instructional aids and books for the purpose of purchase or requisition of such materials for use with his students. Any unexpended portion of such \$25 shall be retained in the school's said allotment. The method of effectuation of this Section has been agreed upon by the Federation and the Administration and will govern for the life of this Agreement except as modified from time to time by mutual agreement of the parties.

10e. Teachers are invited to recommend additions to the Materials and Supplies Listing and Book Listings.

10f. A joint committee of the Board and the Federation will recommend a procedure by which "class 500" furniture and equipment will be allotted.

10g. Department Heads or Coordinators shall have authority to call for repairs directly to the service company when systemwide service contracts have been let therefor.

10h. The principal shall make available to all teachers the instructions and procedures regarding emergency ordering.

11. A clothing locker and a separate desk or equivalent work facility is to be provided to each teacher.

12. Where possible, 15 days' notice shall be given for classroom repairs to be made during the school day. Where alterations are planned, teachers are to be notified when the contract is let and the contemplated date for start of the work and preliminary work shall be performed without causing the contract to be performed out of the specified sequence to minimize adjustments problems.

13. Continuing Education programs shall be housed in facilities in good condition.

14. Speech and Hearing teachers shall have the following facilities available to them:

- a. Lighting, both artificial and natural

## **Article T-VII**

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- b. Electrical power supply
- c. Chalkboard at appropriate height for pupils
- d. Mirrors, either mounted on the wall or hand mirrors
- e. Locked storage cabinet or file cabinet with keys
- f. A separate mailbox for each Speech and Hearing teacher assigned to a school.

When a room is designated as a Speech and/or Hearing room, a Speech and/or Hearing teacher who is in the school on his or her regularly assigned day, shall not be asked to vacate such room for another purpose.

15a. Rooms for specialist teachers shall be assigned to specialist teachers if the principal decides space is available.

15b. In every school a permanent health education classroom shall be provided if the principal decides space is available.

### **ARTICLE T-VII SALARIES**

1a. As of the dates shown below, the salary of each teacher, Dental Hygienist, and Therapist shall be increased and each teacher, Dental Hygienist and Therapist shall be paid in accordance with the following schedule:

#### **TEACHERS, DENTAL HYGIENISTS, AND THERAPISTS BASIC SALARY SCHEDULE BA or Equivalent**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$10,976	\$12,074
2	11,702	12,872
3	14,633	16,096
4	15,511	17,062
5	16,287	17,916
6	17,999	19,799
7	18,822	20,704
8	19,900	21,890
9	20,890	22,979
10	21,856	24,042
11	23,600	25,960

<b>Master's or Equivalent</b>		
<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$11,347	\$12,482
2	12,075	13,283
3	15,069	16,576
4	15,950	17,545
5	16,872	18,559
6	18,771	20,648
7	19,594	21,553
8	20,687	22,756
9	21,679	23,847
10	22,679	24,947
11	26,723	29,395

<b>Master's + 30</b>		
<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$12,062	\$13,268
2	12,946	14,241
2	16,086	17,695
4	17,100	18,810
5	18,043	19,847
6	20,161	22,177
7	20,983	23,081
8	22,106	24,317
9	23,098	25,408
10	24,109	26,520
11	28,825	31,708

<b>Doctorate</b>		
<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$12,802	\$14,082
2	13,767	15,144
3	17,218	18,940
4	17,913	19,704
5	19,067	20,974
6	21,338	23,472
7	22,244	24,468
8	23,492	25,841
9	24,739	27,213
10	25,575	28,133
11	31,080	34,188

1b. Teachers holding a Standard Certificate shall be paid on the schedule for a "Bachelor's or Equivalent."

1c. As of the dates shown below, the salary for each Special

## *Article T-VII*

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Class Teacher shall be increased and each Special Class Teacher shall be paid in accordance with the following schedule:

### **SPECIAL CLASS**

#### **BA or Equivalent**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$11,470	\$12,617
2	12,200	13,420
3	15,135	16,649
4	16,015	17,617
5	16,791	18,470
6	18,531	20,384
7	19,355	21,291
8	20,444	22,488
9	21,434	23,577
10	22,411	24,652
11	23,600	25,960

#### **Master's or Equivalent**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$11,840	\$13,024
2	12,573	13,830
3	15,571	17,128
4	16,455	18,101
5	17,377	19,115
6	19,304	21,234
7	20,125	22,138
8	21,231	23,354
9	22,223	24,445
10	23,233	25,556
11	26,723	29,395

#### **Master's + 30**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$12,555	\$13,811
2	13,444	14,788
3	16,588	18,247
4	17,605	19,366
5	18,547	20,402
6	20,693	22,762
7	21,515	23,667
8	22,650	24,915
9	23,642	26,006
10	24,664	27,310
11	28,825	31,708

**SPECIAL CLASS****Doctorate**

1	\$13,295	\$14,625
2	14,264	15,690
3	17,719	19,491
4	18,418	20,260
5	19,572	21,529
6	21,871	24,058
7	22,777	25,055
8	24,035	26,439
9	25,283	27,811
10	26,130	28,743
11	31,080	34,188

2. As of the dates shown below, the salary of each long term substitute teacher shall be increased and the long term substitute teacher shall be paid in accordance with the following schedules:

**LONG TERM SUBSTITUTE TEACHERS, DENTAL  
HYGIENISTS, AND THERAPISTS**

Step	9/1/80	9/1/81
1	\$ 9,744	\$10,718
2	10,235	11,259
3	13,282	14,610
4	13,859	15,245
5	14,944	16,438
6	16,948	18,643
7	19,541	21,495

3. As of the dates shown below, the salary for each Department Head shall be increased and the Department Head shall be paid in accordance with the following schedule:

**DEPARTMENT HEADS—MASTER'S**

Step	9/1/80	9/1/81
1	\$19,363	\$21,299
2	20,072	22,079
3	24,090	26,499
4	25,436	27,980
5	26,632	29,295
6	31,349	34,484

## **Article T-VII**

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### **DEPARTMENT HEADS—MASTER'S + 30**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$20,349	\$22,384
2	21,066	23,173
3	25,251	27,776
4	26,631	29,294
5	27,853	30,638
6	33,450	36,795

### **DEPARTMENT HEADS—DOCTORATE**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$21,460	\$23,606
2	22,186	24,405
3	26,560	29,216
4	27,978	30,776
5	29,225	32,148
6	35,547	39,102

4. As of the dates shown below, the salary of each Dental Hygienist and Therapist shall be increased and the Dental Hygienists and Therapists shall be paid in accordance with the following schedule:

### **DENTAL HYGIENIST AND THERAPIST— STANDARD**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$10,236	\$11,260
2	10,919	12,011
3	13,976	15,374
4	14,817	16,299
5	15,562	17,118
6	17,201	18,921
7	17,989	19,788
8	19,016	20,918
9	20,041	22,045
10	20,885	22,974
11	22,637	24,901

5. As of the dates shown below, the salary of each School Psychologist shall be increased and the School Psychologist shall be paid in accordance with the following schedule:

**SCHOOL PSYCHOLOGIST (10 Months)**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$19,177	\$21,095
2	20,333	22,366
3	25,627	28,190
4	27,383	30,121
5	33,210	36,531

**SCHOOL PSYCHOLOGIST (12 Months)**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$23,013	\$25,314
2	24,400	26,840
3	30,754	33,829
4	32,859	36,145
5	39,853	43,838

6. In implementing the foregoing schedules, each teacher, therapist, psychologist or dental hygienist shall be paid on the same step of the new schedule as that on which he was on the schedule in effect immediately prior to September 1, 1981 and shall, in addition, on attaining an increment date on or subsequent to September 1, 1981 be placed on the next succeeding step.

7a. Effective as of the dates shown below, every summer school teacher and dental hygienist shall be paid in accordance with the following schedule:

<b>Step</b>	<b>Salary/hr Summer 1981</b>	<b>Salary/hr Summer 1982</b>
1	\$15.54	\$17.09
2	16.02	17.62
3	16.92	18.61
4	17.47	19.22
5	17.81	19.59
6	19.23	21.15
7	19.63	21.59
8	20.49	22.54
9	20.87	22.96
10	21.57	23.73
11	21.57	23.73

The teacher's step on the summer schedule shall be identical with his step on the basic schedule immediately prior to July 1 of the same year.

## **Article T-VII**

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7b. Every summer school department head shall be paid \$24.74 per hour during the summer of 1981, \$27.21 per hour during the summer of 1982. Department heads in the summer senior high schools shall be paid for 148 hours, but are expected to work the same number of hours as they did in the summer of 1965.

8. As of the dates shown below, the salary of every evening and extension school teacher shall be increased and the teacher shall be paid in accordance with the following schedule:

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$14.54	\$15.99
2	15.42	16.96
3	16.79	18.47
4	17.90	19.69
5	19.62	21.58

In implementing the foregoing schedules, each Evening School teacher shall be placed on the same step of the new schedule as that on which he was on the schedule in effect immediately prior to September, 1981, and shall in addition, on attaining an increment date on or subsequent to September 1, 1981, be placed on the next succeeding step.

9. Summer playground teachers shall be paid \$360 per week during the summer of 1981, and \$396 per week during the summer of 1982.

Summer playground teachers-in-charge shall be paid \$407 per week during the summer of 1981 and \$447.70 during the summer of 1982.

The hours shall remain the same as in the summer of 1965.

10. Coaching activities shall be paid on the following schedule:

### **10a. Senior High Men**

<b>Position</b>	<b>9/1/80</b>	<b>9/1/81</b>
<b>Baseball</b>		
Head Coach	\$2612	\$2873
First Asst.	1873	2060
Second Asst.	1249	1374



<b>Position</b>	<b>9/1/80</b>	<b>9/1/81</b>
<b>Basketball</b>		
Head Coach	2999	3299
First Asst.	1860	2046
Second Asst.	1249	1374
<b>Bowling</b>		
Head Coach	1068	1175
<b>Cross Country</b>		
Head Coach	1249	1374
First Asst.	877	976
<b>Fencing</b>		
Head Coach	999	1099
<b>Football</b>		
Head Coach	3495	3845
First Asst.	2358	2594
Second Asst.	2358	2594
Third Asst.	1860	2046
Fourth Asst.	1860	2046
Fifth Asst.	1860	2046
<b>Golf</b>		
Head Coach	999	1099
<b>Gymnastics</b>		
Head Coach	2247	2472
<b>Riflery</b>		
Head Coach	999	1099
<b>Soccer</b>		
Head Coach	2612	2873
First Asst.	1860	2046
Second Asst.	1242	1366
<b>Swimming</b>		
Head Coach	1249	1374
<b>Table Tennis</b>		
Head Coach	681	749
<b>Tennis</b>		
Head Coach	1249	1374

## Article T-VII

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### **Track**

Head Coach	2612	2873
First Asst.	1860	2046
Second Asst.	1362	1498

### **Finance**

1750	1925
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### **10b. Senior High Women**

<b>Position</b>	<b>9/1/80</b>	<b>9/1/81</b>
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#### **Archery**

Coach	999	1099
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#### **Badminton**

Coach	1249	1374
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#### **Basketball**

Head Coach	2999	3299
First Asst.	1860	2046
Second Asst.	1249	1374

#### **Bowling**

Coach	1068	1175
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#### **Cross Country**

Coach	1249	1374
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#### **Golf**

Coach	999	1099
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#### **Gymnastics**

Head Coach	2247	2472
First Asst.	1103	1213

#### **Hockey**

Head Coach	2612	2873
First Asst.	1860	2046
Second Asst.	1249	1374

#### **Softball**

Head Coach	2612	2873
First Asst.	1873	2060
Second Asst.	1249	1374

#### **Swimming**

Head Coach	1249	1374
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#### **Tennis**

Coach	1214	1335
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<b>Track</b>		
Coach	2612	2873
First Asst.	1860	2046
Second Asst.	1362	1498
<b>Volley Ball</b>		
Head Coach	2612	2873
First Asst.	1860	2046
Second Asst.	1243	1367

**10c. Junior High School**

<b>Position</b>	<b>9/1/80</b>	<b>9/1/81</b>
<b>Basketball</b>		
Coach	873	960
<b>Gymnastics</b>		
Coach	873	960
<b>Soccer</b>		
Coach	873	960
<b>Softball</b>		
Coach	873	960
<b>Swimming</b>		
Coach	873	960
<b>Track &amp; Field</b>		
Coach	873	960

**10d. Intramural**

<b>Position</b>	<b>9/1/80</b>	<b>9/1/81</b>
<b>Per Hour Teacher</b>	<b>\$16.87</b>	<b>\$18.56</b>

11a. Any extra-curricular activities for which teachers were compensated during the 1965-66 school year shall be compensated at the rate of \$16.87 per hour effective September 1, 1980 and \$18.56 per hour effective September 1, 1981 for the same number of hours as the teacher engaged in such extra-curricular activities was paid for during the 1965-66 school year. After-school playground activities shall be paid for at such extra-curricular rate of pay.

11b. Teachers shall be compensated for participation in staff development programs at the rate of \$12.45 per hour effective September 1, 1980 and \$13.70 per hour effective September 1, 1981.

11c. Teachers-in-charge and Leaders of in-service courses shall be compensated at the rate of \$20.67 per hour effective

## *Article T-VII*

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September 1, 1980 and \$22.74 per hour effective September 1, 1981.

12. The salary of a Court Representative shall be increased by the same percentages as other teachers' salaries, and the salary schedule shall be contained in the pay plan published by the School District.

13. A teacher, who enters the service of the School District of Philadelphia and has approved professional experience outside of the Philadelphia public schools, shall for each year of such experience receive a year of credit on the salary schedule (effective February 1, 1977, less one year).

14. A former Philadelphia public school teacher who returns to service within a period of four years shall be placed on the appropriate salary schedule at the same level with a teacher in service with equal experience.

15. Any in-service course satisfactorily completed by a long term substitute shall be credited to his record on the same basis as if he were a regular teacher.

16. A former Philadelphia public school teacher who returns to service after a period of more than four (4) years shall be given the same salary credit as a new teacher is given.

17. Teachers in institutions shall be paid on the same pay day throughout the calendar year as are twelve-month employees.

18. The Coordinators in school-work programs shall be reimbursed for reasonable and necessary parking expenses in visiting employers of students in school-work programs, upon presentation of receipts with the mileage reports.

19. As of the dates shown below, the salary per hour of each Dentist shall be increased and the Dentist shall be paid in accordance with the following schedule:

<b>9/1/80</b>	<b>9/1/81</b>
<b>\$20.09</b>	<b>\$22.10</b>

20. Effective February 1, 1977, ABE teachers and other part timers shall be paid  $1/5$ ,  $2/5$ ,  $3/5$ ,  $4/5$  of regular salary ( $4 \text{ hours} = 1/5$ ).

21. ABE teachers shall be given credit for past teaching experience and paid on the proper step of the teachers salary schedule (effective 7/1/79).

22a. "Improvement of Reading" teachers (non-public schools) shall be paid regular teacher salary, with credit for advanced degrees and past experience. Such experience to include time spent in this program as well as other time spent in education (effective 7/1/79).

22b. Improvement of Reading teachers (non-public schools) shall be paid the full annual salary of three-fifth (3/5th) teachers as set forth in the School District's pay plan; such annual salary shall not be reduced if there are days in September and June when public school teachers work and they do not.

23. Parent-Nursery teachers shall be considered as 4/5 teachers (effective 7/1/79).

24. Martin Trade School Instructors in the practical nursing program shall be made permanent appointments (effective 7/1/79).

25. An employe who has been promoted and who is receiving less salary than would have been paid for his/her previous position shall receive additional compensation sufficient to equal his/her pay grade and step at which he/she would have been. Upon attainment of the maximum step, he/she shall have deducted the extra compensation previously paid. He/she shall suffer no loss of pay for the years since promotion.

26. An employe who is red-circled in his/her job classification shall be given the same pay raises as all other employes.

## **ARTICLE T-VIII TRANSFER POLICY**

### **1. POLICY**

The Board and the Federation agree that all children are entitled to an equal opportunity to obtain quality integrated education. This goal includes the presence of a meaningful number of experienced teachers in all schools and racial balance in faculties.

The Board and the Federation agree that present personnel policies of the School District governing the assignment and transfer of teachers must be modified in scope to provide maximum educational opportunities for all pupils and to insure

## *Article T-VIII*

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the continued professional growth of teachers.

Accordingly, the Board and the Federation agree to implement further in the manner set forth below the Board Resolutions of June 25, 1963, and January 7, 1964 which inter alia, were designed to promote integration and racial heterogeneity of school faculties and also to implement the Federation's basic policy that modern quality education requires the elimination of all forms of segregation.

The over-all goals embrace such objectives as a continuing improvement in the utilization of special abilities, talents and interests of the educational staff and a greater recognition of the motivations, aspirations and needs of these teachers. It is hoped that the procedures herein adopted will match abilities of teachers with needs of pupils including the continuation of a consistent effort to balance faculties racially throughout the school system.

To meet the needs of an expanding and dynamic public school system, the Board has initiated a comprehensive short-run and long-range building program. The plan contemplates Centers, new types of school organization and expanded opportunities for greater community participation. The Federation and the Board agree that these new developments and the desire to attain the goals hereinabove set forth will require joint and continuous review of basic policies relating to teacher transfer and assignment in order to insure the welfare of pupils, the recruitment of new teachers and the security and the high morale of the teaching staff.

The following procedures are designed to provide an equitable distribution of professional staff qualifications and experience among all schools with reduction of the over-all vacancy rate and elimination of individual school vacancy rates that are above the city average; to provide racial balance in the teaching staffs of all schools; and to increase opportunities for career development of teachers.

Recognizing that the teachers employed by the School District of Philadelphia have for many years been serving under a voluntary transfer policy based primarily upon school seniority and have planned their movement, aspirations and professional development in accordance with existing policy, the desirability of continuing such an orderly voluntary transfer

policy based upon seniority within the school is acknowledged and therefore the regulations and procedures of that policy are herein retained, except as hereinafter specifically modified. Under unusual circumstances a teacher will be transferred at his request if he, the Board and the Federation agree, notwithstanding any seemingly contrary provisions contained in Article T-VIII.

We agree, however, that the dynamics of a changing school system require a consistent and joint approach to evaluating progress and effectiveness of the plan. Continuously throughout the term of this Agreement, a joint committee of the Administration and the Federation will cooperate to effectuate the purposes and goals of the plan. In addition each year the joint committee will review the results of its effort and if the transfer plan needs amendment or change in order to better effectuate desired educational and personnel objectives, then recommendations for change shall be made by the joint committee.

## **2. GOAL**

If on October 15 of each year during the term of this Agreement it appears likely that by the following December 31, at least ninety percent of all the faculties will not have been racially balanced, the Board and the Federation shall make every effort by prompt, sincere negotiations to agree upon a method of procedure for solving the problem and to effectuate such procedure promptly.

## **3. DEFINITION OF TERMS**

3a. Equalization of faculty experience within elementary and secondary schools.

3a(i). The Board has as its goal the reduction of the ratio of inexperienced "teachers" as that term is used in sub-paragraphs (ii) and (iii) of this Section 3a at all school levels—i.e., technical high schools, senior high schools, junior high schools, elementary schools—to thirty per cent. When the experience imbalance defined in sub-paragraphs (ii) and (iii) of this Section 3a is eliminated in all the schools at any school level, then on the basis of the reports and studies of the Joint Committee provided for in Section 11 of this Article T-VIII, the parties will decide whether and how it is feasible in the

## *Article T-VIII*

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schools at the level and will be helpful in attaining better education for the children in the schools at that level, to reduce the ratio of inexperienced teachers below fifty per cent and, if so, how much that reduction shall be.

3a(ii). "Experience imbalance" in Elementary Schools is deemed to exist when fifty per cent of the appointed teachers in a school have less than two years of teaching experience.

3a(iii). "Experience imbalance" in a Secondary School is deemed to exist in any Basic Subject Area Department (viz., English, including Reading; Mathematics; Social Studies; Science; Counseling) when the department has fifty per cent or more appointed teachers, including department heads with less than two years of teaching experience. This criterion and the provisions of this Article concerning elimination of experience imbalance shall not apply to a department consisting of fewer than four teachers or to a department other than one named in this paragraph.

3b. Racial balance in faculties.

3b(i). In accordance with the Board's objectives for racial balance in faculties, the faculty in a school shall be deemed to be racially balanced if the percentage of minority teachers is between 75% and 125% of the city-wide percentage of Black teachers at that level. These objectives are hereinafter referred to as "racial balance in faculties."

3c. First Year of Service.

"First year of service in the School District of Philadelphia" as used in Section 4b of this Article T-VIII means the first year beginning with the effective day of the teacher's appointment if the teacher has not previously served as such in the School District of Philadelphia or the year beginning with the date of the teacher's last appointment if such appointment follows a break in previous service in the School District of Philadelphia.

3d. Reassignment under sub-section 4b(i) of this Article of a teacher appointed effective as of the beginning of a school year, will be deemed to have taken place during a teacher's first year of service in the School District of Philadelphia even if such reassignment is effective at the beginning of the school year following such first year.



#### **4. PROCEDURES FOR ATTAINING OBJECTIVES**

##### **4a. New Appointments**

As long as racial imbalance or experience imbalance exists in the schools at a given level:

4a(i). Newly appointed teachers shall be assigned first to attain a faculty comprised of between 90% and 110% of the city-wide percentage of Black teachers at that level.

4a(ii). Experienced teachers will be appointed to faculties with experience imbalance.

4a(iii). Priorities for such appointments will be as follows:

(a) An appointment that would reduce both racial and experience imbalance;

(b) An appointment that would reduce racial imbalance;

(c) An appointment that would reduce experience imbalance.

##### **4b. Reassignment During First Year of Service in Philadelphia School District**

4b(i). A teacher may be transferred involuntarily once during his first year of service in the School District of Philadelphia in order to reduce racial or experience imbalance in accordance with the following priorities:

4b(i) (a). A transfer that will reduce both racial and experience imbalance;

4b(i) (b). A transfer that will reduce racial imbalance; and

4b(i) (c). A transfer that will reduce experience imbalance.

4b(ii). The appointee shall be notified of the possibility of this reassignment at the time of appointment. A teacher so reassigned during his first year of service shall receive 60 days notice of such transfer.

4b(iii). Unless it will delay racial balance the teacher to be so reassigned shall be selected in accordance with the procedures for transfer caused by a drop in enrollment.

4b(iv). A teacher so transferred shall have the same right

## *Article T-VIII*

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of return to his original assignment (at a time when racial balance will not be adversely affected in either faculty) as a teacher given a transfer because of a drop in enrollment.

4b(v). The only other forced transfers of teachers for racial balance which shall be considered to be in accordance with the provisions of this Agreement shall be made only once each year to be effective in each September during the life of this Agreement and shall be the minimum number required to meet the objectives for racial balance in faculties set forth in Section 3b(i) of this Article T-VIII.

### **4c. Voluntary Transfers**

4c(i). The Federation and the Board shall cooperate actively and continuously to encourage voluntary transfers:

4c(i) (a). Of the teachers of the majority race out of, and of teachers of the minority race into, racially imbalanced faculties, and

4c(i) (b). Of experienced teachers out of faculties without experience imbalance and into faculties with experience imbalance.

4c(ii). Whenever a vacancy occurs in a racially imbalanced faculty or in a faculty with experience imbalance, the Federation shall be immediately notified.

### **4c(iii). Restrictions on Voluntary Transfers.**

4c(iii) (a). No voluntary transfer will be permitted from any school at a given level to another school at the same level if the transfer will delay elimination of, or create racial imbalance in the receiving school or in the sending school.

4c(iii) (b). No voluntary transfer will be permitted from any school at a given level to another school at the same level if the transfer will delay elimination of, or create experience imbalance in, the faculty of the receiving school or of the sending school (unless such a transfer shall aid in the attainment of racial balance in the faculty of the receiving school or of the sending school).

4c(iii) (c). No more than ten percent of the number of appointed teachers in a school may transfer therefrom in any school year for any reason.

**4d. Incentives for Voluntary Transfer**

The following incentives to teachers who transfer to effect racial balance in faculties shall be provided for the period of two years following each such teacher's transfer:

4d(i). Although participation in this program carries with it an obligation to remain in the new school for a period of two years, nevertheless a teacher who transfers to a school to effect racial balance may return to the school from which he transferred after the end of either the first or the second year in the new school. Request for such return shall be made not later than the end of the first school year or the end of the second school year. In such event, he will retain all rights and privileges he would have had if he remained at his former school, and his seniority in the former school will include his length of service in the school to which he had transferred.

4d(ii). Teachers who transfer to improve the racial balance of staffs will be offered a one-month educational program both in the summer before transfer and the summer after transfer. Such teacher will be paid his full regular salary rate for each of those months during which he attends the educational program. If the teacher elects, prior to the second summer, to return to his former school, he shall not be entitled to participate in such educational program in the second summer.

4d(iii). An in-service course in intergroup relations will also be provided.

4d(iv) (a). In order to effectuate the foregoing plan for further faculty integration the educational program in schools affected by racial imbalance in faculty must be improved significantly.

4d(iv) (b). Furthermore, many of these same schools will require extensive supportive services. The Superintendent will examine the reading readiness or reading retardation levels in these schools, as well as other needs requiring additional supportive services and will make his recommendations to the Board as to the extension of the EIP criteria to these schools.

4d(iv) (c). The Superintendent shall make his recommendations for the extension of EIP criteria in those classes in schools (with racially imbalanced faculties) in which reading

## *Article T-VIII*

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level or reading readiness level is one or more years below the grade level on a median basis.

4d(iv) (d). The extra EIP supportive services comprise such items as reduced class size to equal EIP goals; assignment of additional teachers in the fields of Physical Education, Art, Music and Reading, increased allotments for books and supplies and the expedition of the furnishing thereof; and special allotments of funds to each teacher for special educational items and other supportive programs to improve opportunities for greater educational achievement.

4(iv) (e). This plan for achieving racial balance in faculties envisages a progressive increase in the amount of supportive services in the years ahead, subject to review as to the Board's resources in finance, personnel and with respect to building needs.

4e. In the event that the Board decides that lead teachers are needed in elementary, middle and junior high schools those teachers who formerly served as lead teachers shall be restored to their positions in order of seniority and paid a differential of \$500. If additional lead teachers are needed, they shall be chosen by examination.

4e(i). Lead teachers may be appointed to those elementary schools with the highest percentage of inexperienced teachers and may be assigned as team leaders.

4e(ii). A lead teacher in an elementary, junior high or middle school will devote sixty percent of his time to classroom teaching with his remaining time devoted to the improvement of the teaching skills of a group of 10 or fewer teachers at the discretion of the principal. Approximately half of such groups of teachers will be inexperienced teachers.

4e(iii). A lead teacher shall be responsible to the principal for the orientation of newly appointed teachers and the improvement of instructional techniques and classroom management skills of all teachers assigned to his group as well as for the leadership of appropriate curriculum and staff development programs and of planning and evaluation of instructional programs.

4e(iv). After a two year period of service as such in a

school, a lead teacher may be assigned to another school with imbalance, if the number of experienced staff in the school of initial assignment reaches seventy percent of the faculty or in junior high and middle school, seventy percent of the department (not including the lead teacher). Wherever possible, the choice of school by the lead teacher will be honored.

4e(v). Appointment of lead teachers to elementary schools shall be in multiples of two to each school that meets the criteria for the assignment of lead teachers.

4e(vi). In junior high and middle schools, subject matter lead teachers will be assigned to those departments with experience imbalance having the highest percentage of inexperienced teachers and may be assigned as team leaders.

## 5. REPLACEMENT BUILDINGS (SCHOOLS)

5a. Subject to the provisions of sub-sections c and d of this Section 5, teachers from a replaced building who are willing to be so assigned will be assigned to the replacement building.

5b. If a program is planned for the replacement building which will require training of the teachers from the replaced building and other teachers subsequently assigned to the replacement building, the Board may require such teachers to take such training.

5c. If classes are to be conducted at the opening of the replacement building in subjects which have heretofore required certification or appointment by examination, and if there is not a sufficient number of positions without such requirements to absorb all the teachers from the replaced building, only those of the teachers in the replaced building who possess such certification or who have passed (or who do, prior to the opening of the replacement building, pass) such examination will be appointed to such positions from the eligibility list in accordance with present rules. If vacancies in the aforesaid positions still exist, such vacancies shall be filled by the Superintendent in accordance with the provisions of this Agreement.

5d. If at the opening of the replacement building, teachers having an "academic major," or having fulfilled the requirements for an "area of specialization" (as such terms are

## *Article T-VIII*

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defined by the Pennsylvania Department of Public Instruction), in mathematics, language arts, social studies, or science are to be utilized, notice of that fact shall be given to the teachers in the building to be replaced at least seven calendar months before the opening of the replacement building, and such of the teachers in the building to be replaced who satisfy these requirements or who, at the opening of the replacement building are no more than six credits short of fulfilling such requirements, shall be assigned to such positions, if they are willing to accept them, and the teachers last mentioned shall be permitted to continue in such positions if they fulfill such requirements within 12 calendar months immediately following the opening of the replacement building. If, after the assignment to such positions of teachers from the building to be replaced, one or more of such positions would still be vacant, such vacancy may be filled by the Superintendent from an eligibility list for such positions established by examination, one of the qualifications for which shall be prior fulfillment of the requirements for such position.

5e. Teachers who are not accepted into the new program or who do not accept such new assignment shall be subject to those provisions of this contract concerned with transfers resulting from a drop in enrollment.

### **6. NEW SCHOOLS**

6a. Transfers in order to staff new schools, will in accordance with subsection k of Section 10 of this Article, be approved for up to two-thirds of the staff.

6b. New appointments to new schools shall be made in accordance with Sections 4a and 4b of this Article T-VIII.

6c. Achievement of the objective of racial balance in faculty in a new school will have priority for both appointments and transfers to such school.

6d. The Division of Personnel will so control appointments and transfers to a new school as best to promote the achievement of such objective. Teachers desiring to transfer to a new school shall request transfer in the manner herein prescribed. Transfers to a new school shall be based on the school seniority of the teacher requesting such transfer.

**7. STAFFING OF SPECIAL SERVICE SCHOOLS**

The Board will, from time to time, in its discretion, establish Special Service Schools in one or more shifts. It will establish and publish such objective criteria for assignment to such schools as it shall deem appropriate. Substantial supportive services will be assigned to such schools. All teachers in such schools who perform additional services will be compensated therefor at least at the extra-curricular hourly rate. The transfer of a teacher who applied for such transfer at the time the Special Service Program is established in his school shall be deemed an involuntary transfer.

**8. POSITIONS DROPPED BECAUSE OF REDUCED ENROLLMENT**

8a. Teachers dropped because of reduction in enrollment are to be assigned to schools of their choice, where the assignment will not adversely affect racial balance or experience balance.

8b. A teacher transferred because of decreased pupil enrollment shall have the right to return to his original school in the reverse order to that in which he was transferred out, provided a request for such transfer is made within one year from the date he was transferred out provided such transfer will not adversely affect racial balance.

8c. Where involuntary transfers of teachers are required because all or part of the student body is moving to a different school, teachers in the sending school shall be offered the opportunity to transfer to the new school on the basis of school seniority provided such transfer will not adversely affect racial or experience balance. Teachers so transferred shall be considered to have been involuntarily transferred.

8d. Kindergarten teachers who are to be forced transferred because of a drop in pupils shall be given the opportunity to transfer to a grade within the school on the basis of school seniority and certification. A grade teacher who is to be forced transferred because of a drop in pupils shall be given the opportunity to transfer to a kindergarten within the school on the basis of school seniority and certification.

**9. ADMINISTRATION TRANSFERS**

9a. The administrative transfer is to be retained by the

## *Article T-VIII*

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Administration. A teacher subjected to administrative transfer out of a school may designate five schools having vacancies to which he is willing to be transferred and shall be assigned by the Superintendent to one of such schools not more than 15 miles distant from such teacher's home, or if such teacher's home is outside of Philadelphia County, not more than 15 miles distant from the point of entry into Philadelphia County nearest such teacher's home. The teacher shall be provided with complete information concerning schools having vacancies before being required to designate said five schools.

9b(i). If such administration transfer is made during the school year, the teacher may choose again for the beginning of the next school year.

9b(ii). Such initial transfer assignments shall be cancelled at the end of the school year should:

(a). the transferee have less than five (5) years of building seniority, and

(b). a voluntary transfer request be on file for such school from a teacher, or teachers, with five (5) years or more seniority.

The administrative transferee may then choose again for the next school year.

### **10. TRANSFERS—GENERAL RULES**

All transfers pursuant to this Article shall be made in accordance with the following rules:

10a. Applications for transfer on forms furnished by the Board shall be filed by April 15 prior to the beginning of the school year in which the transfer is to take effect. Applications may be filed after that date and will be processed if and when all vacancies in the schools designated in such applications are not filled by prior applications or by new appointments made prior to the date of such filing.

10b. The request for transfer shall list up to, but not more than five choices of named schools, or choice of districts or of purpose (to correct racial imbalance or experience imbalance) in order of preference to which the transfer is requested. Preference for grades and subject may be indicated.

10c. The teacher must accept the transfer requested unless



he notifies the Administration in writing of his desire to withdraw the request before the date on which the transfer is issued.

10d. A teacher who has the status of an appointed employe may, after two years of service in a school as an appointed teacher, transfer to another school in the school classification or subject for which he has been previously qualified and appointed.

10e. Transfer assignments shall be made in accordance with the principle of seniority as defined in sub-section g of this Section 10. i.e., the teacher with the greatest length of service shall be given preference in such assignments.

10f(i). Notwithstanding the provision of subsection e of this Section 10, a teacher who is involuntarily transferred shall be given the choice of any available vacancy, provided that his assignment to the school to which he desires to transfer shall not delay the elimination of or create racial or experience imbalance in the faculty of that school to which he desires to transfer.

10f(ii). For teachers with more than five (5) years of the appropriate seniority

(a). Teachers seeking voluntary transfers shall receive priority on the basis of their years of building seniority.

(b). Teachers who are being involuntarily transferred shall receive preference on the basis of their system seniority.

(c). The lists developed from "a" and "b" above shall be merged on the basis of the number of years of appropriate seniority credit given.

10f(iii). Teachers who are involuntarily transferred with five (5) years or less of system seniority shall be ranked according to system seniority and shall receive preference over all voluntary transfers with five (5) years or less of building seniority.

10g(i). Length of service shall be counted from the first day of assignment to the school from which the teacher is to transfer.

10g(ii). If the teacher is in a school to which he was

## *Article T-VIII*

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involuntarily transferred, length of service shall be the sum of his length of service in the present school and the length of service from which he was so transferred.

10g(iii). A teacher who transferred voluntarily into a school and then received an involuntary transfer from that school shall carry the sum of length of service in both previous schools to the new school.

10h. The requirement of two years of service in the same school shall not apply to a transfer to effect the objective of racial balance in faculty, or the objective of experience balance in faculty.

10i. Transfers made because of decreased pupil enrollment shall be based on school seniority, provided such transfer does not adversely affect the racial balance of the school. The teacher of the appropriate race with the least school seniority within the classification being reduced shall be the first transferred and so on, provided that substitutes filling a vacancy in the same classification have first been moved.

10j. No more than ten per cent of the faculty in a school may transfer therefrom in any school year for any reason.

10k. There shall be one new appointment for each two transfers to any given school subject to the needs of racial balance and experience balance.

10l. A teacher who is paid for 12 months and who is forced to transfer from his school will be given first preference to transfer to a 12 month position whenever and wherever it may arise.

10m. Department heads have the same transfer procedures and rights as teachers. The restriction in transfers set forth in sub-section k of this Section 10 shall not apply. Each department head in a subject shall be notified of a vacancy in that subject as it may occur or be created. The provisions of sub-section a of this Section 10 shall not be applicable to the transfer of Department Heads.

10n. Home and School Visitors shall have the same transfer rights as other teachers.

10o. A counseling teacher shall have the same right of transfer in his role of counseling teacher as is possessed by

a classroom teacher, except that a counseling teacher who received training during the first two years of his appointment shall not have the right to transfer for a period of four years from appointment. A counseling teacher who was appointed fully qualified and does not receive any in-service training after appointment shall have the right to transfer at the end of two years from the date of appointment.

10p. Appointed elementary school Administrative Assistants shall have the right to transfer to vacancies in such positions in accordance with the provisions of this Article T-VIII.

10q. Transfers shall be permitted between elementary, junior high and senior high schools. All transfers shall be based on seniority in accordance with the provisions of this Article T-VIII. A teacher who requests a transfer to a school at another level shall be credited with only one-half of the seniority that he has earned in his present level.

## 11. IMPLEMENTATION

### 11a. Joint Committee

A committee consisting of an equal number of representatives of the Board and the Federation will immediately be created. At least one of the Board's representatives upon this committee shall devote such time as is required to his program for attaining the goals set forth above. This committee shall meet not less frequently than bi-weekly and, in addition, at other times, at the request of either the Board's or the Federation's representatives. Among the functions of the committee will be the formulation of methods of reporting and record keeping of all vacancies to be filled and which are filled in the school involved and the maintenance of current records thereon so as to provide accurate data as to status, growth or diminution of the experience rate and faculty racial imbalance; to prepare guidelines for the reassignment procedure under Section 4b of this Article T-VIII; to draw to the attention of the proper authorities failure to assign new appointees so as to attain the objectives of the parties and to seek correction of such failures as well as the failure of an adequate number of teachers to transfer in order to enable the objectives to be met; formulation of publicity programs and other methods for encouraging voluntary transfers to fulfill the objectives, and

## **Article T-IX**

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such other functions as the committee may designate.

### **11b. Data to be supplied**

11b(i). The Board shall, at least monthly, inform the Federation for each school at each educational level, whether racial balance or experience balance in faculty has not been attained, the number of vacancies, the number of Negro and Caucasian teachers, and the number of experienced and inexperienced teachers.

11b(ii). Lists of those transferred showing seniority for each school plus new appointments shall be posted in the Administration Building, District Offices and in each school.

11b(iii). A list of anticipated vacancies for each new school year shall be posted in each school and in the District Offices and Administration Building on April 1, of the preceding school year. Revised up-to-date lists shall be posted on the first of each succeeding month until the new school year begins. This list shall identify the schools with experience imbalance and the schools with racial imbalance.

11b(iv). Whenever a new school is opened, the number of vacancies in each classification shall be posted in all schools.

### **11c. Resolution of Disputes**

To determine whether the Board appointments, assignments and reassignments are made to further the racial balance of faculties and experience balance, the Federation will appoint one representative and the Board will appoint the Executive Deputy Superintendent and these two shall determine whether any contemplated appointment or transfer is in accordance with the procedures established in the Agreement. All relevant statistics will be available. Any disagreement as to the correctness of a contemplated appointment or transfer shall be decided by a third person agreed upon by the Board and the Federation.

## **ARTICLE T-IX SENIORITY**

1. Wherever, in this Agreement, reference is made to seniority as the basis for decision, it shall mean that the person with the highest seniority of the type of seniority speci-

fied shall receive preference. If the type of seniority is not indicated, seniority shall be determined as follows:

1a. School seniority shall be the continuous length of service as an appointed teacher in the present school except that length of service as an appointed teacher in a previous school shall be included under the following circumstances:

1a(i). If he is involuntarily transferred to his present school by the Board;

1a(ii). If he has transferred by his application for the purpose of racial balance, or

1a(ii). If he has transferred by his application into a school and then was involuntarily transferred from that school, he shall carry the sum of length of service in both previous schools to the new school.

1b. Where school seniority is equal, systemwide seniority (the length of service in the School District of Philadelphia) shall be the determining factor. Continuity of appointed service shall not be broken by any period of approved leave without salary but such period shall not be included in the calculation of length of service.

1c. Where length of service in the system is equal, the date of the eligibility list from which the teacher was appointed shall be the determining factor.

1d. Where appointment was made from the same eligibility list, the comparative score on that eligibility list shall be the determining factor.

2. No period of service as a long term substitute, provisional teacher or intern (except intern psychologist) shall be included in the calculation of a teacher's school seniority or systemwide seniority.

3. A seniority list of all teachers in a school shall be in that school and kept current during the school year. The list shall be available to all teachers. School system seniority shall be compiled as soon as possible.

4. The Office of Personnel shall make available to any teacher his systemwide seniority as it may affect or contribute to the resolution of any specific problem.

## ***Article T-X***

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5. A lay-off of up to one year shall not be considered a break in service.

6. Any employe who is laid off up to one year shall have all time in lay-off status counted as service time for all purposes except for retirement.

### **ARTICLE T-X THERAPISTS AND DENTAL HYGIENISTS**

1. Therapists who are employed at summer camp at the Widener Memorial School shall be paid at their regular bi-weekly rate for such service.

2a. The work day for the Therapists shall be 8:45 A.M. to 2:30 P.M., it being understood that the utilization of the lunch hour that has obtained in the past for any Therapist assignment shall continue for that assignment.

2b. The work day for Dental Hygienists shall be:

2b(i). 8:30 A.M. to 3:45 P.M. with a 1 hour lunch period in elementary schools;

2b(ii). 8:30 A.M. to 3:30 P.M. with a 45 minute lunch period in secondary schools.

3. Wherever possible, a proper environment for dental services shall be provided in each school.

4. The following provisions of this Agreement are also applicable to Therapists and Dental Hygienists:

- B-I
- B-II
- B-III
- B-IV
- B-V
- B-VI
- B-VII
- B-VIII
- B-IX
- B-XI
- B-XII
- B-XIII
- B-XIV
- B-XV

T-I

T-II, Sections 1b, 2, 4

T-III, Sections 3, 5, 6, 7, 8, 9

T-IV, Sections 2, 4, 7

T-V, Sections 3, 4, 5, 7, 8, 10, 11, 12, 14

T-VI, Sections 2, 7, 10, 11, 12

T-VII, Sections 4, 5, 7c, 13, 14, 15, 16, 18, 20, 25, 26

T-VIII

T-IX

T-XII

All other provisions of this Agreement do not apply in any respect to Therapists and Dental Hygienists.

**ARTICLE T-XI  
SCHOOL EXTENSION PROGRAMS  
AND EVENING SCHOOLS**

1. Principals shall discuss the retention and dropping of classes with all evening school teachers involved.

2a. In the event an evening school teacher is dropped due to decrease in enrollment in his class, he will be given first priority in filling any vacancy which may occur in his area during that school year and will be placed on the preferential list for that subject area the following school year.

2b. When a position in evening school is being dropped, a systemwide evening school seniority applicable to the given evening school will be the criterion for retaining teachers in the given evening school position.

3. An evening school teacher who takes a Sabbatical Leave from day school will be given leave from evening school and will be guaranteed return to the same position in the same school.

4. All present evening school teachers and newly appointed evening school teachers shall receive year for year salary credit for substitute service in evening school. A year of substitute service shall be considered as earned when the substitute has completed 75% of the number of hours worked by the average evening school teacher. These hours are cumulative and need not have been earned in a single school year.

5. Except during Christmas and Easter holiday periods,

## *Article T-XI*

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evening school teachers will be paid for all holidays which fall on a day when they normally work and when the day school is closed, to a maximum of three (3) days in each school year.

6a. Evening school teachers will be given, for each period beginning September 1 and ending August 31, up to a maximum of two (2) days sick leave with full pay. Twenty (20) sessions of work will entitle such teacher to one (1) day of accrued sick leave. Such sick leave shall be cumulative without limit; however, a maximum of only 10 days of accumulated sick leave may be used in any one year.

6b. An evening school teacher shall be paid 25% of his unused sick leave at the termination of all employment by the School District of Philadelphia. Such pay shall be at the rate applicable when the teacher last served in evening school.

7. All materials and equipment located in the day school in which an evening school is held shall be available to the teachers in such evening school.

8. NTAs shall be employed in evening schools in order to perform appropriate duties.

9. Faculty meetings for in-service education purposes, when held, shall be at times mutually agreeable to the faculty and the principal. Teachers shall be paid for this time.

10. A substitute whose performance is satisfactory shall be permitted to continue filling the post of the teacher for whom he is substituting during that teacher's continuing absence.

11a. When it is expected that a regularly appointed evening school teacher will be absent for one-half or more of the term, his replacement shall be selected in the following order:

11a(i). from the top of the preference list for positions of that type;

11a(ii). from the top of the list of transfer requests for positions of that type;

11a(iii). from the top of the eligibility list for positions of that type.

11b. A substitute teacher who is assigned to a position in



the evening school program which is likely to be available for 3 months or more or in which he actually serves 3 months or more shall be granted, during such period of service, the same holiday pay and sick leave benefits as a teacher regularly appointed to the evening school program.

12. An evening school teacher shall suffer no loss in leave time or evening school pay if he is absent because he is required to attend an unpaid activity by his day school principal.

13. A teacher may take an unpaid leave of absence from evening school once in every 5 years without loss of position or accrued seniority or other benefits.

14. Evening school teachers shall be paid bi-weekly.

15. Present transfer practices for teachers in evening school and school extension programs shall continue as heretofore.

16. Years of service shall be taken into account in determining qualifications for appointment of administrative assistants.

17. For evening school purposes, school-wide seniority shall be measured by the length of service in the evening classes of the given school.

18. Teachers in the day schools of the Philadelphia School District whose name appears on the appropriate eligibility list for evening schools shall be appointed to evening school vacancies before other persons are appointed to evening school vacancies to which such lists apply.

19. When vacancies occur in the position of Department Head, such vacancies shall be filled promptly from the appropriate eligibility list.

20. The dismissal or termination of the services of an evening school teacher who has completed two years of satisfactory service as such shall in all respects be subject to the provisions of Sections 1122 and 1123 and 1126 through 1132 of the Pennsylvania School Code.

21a. Curriculum Committees for evening school purposes shall conform with the provisions of Article T-IV, Sections 5a

## ***Article T-XI***

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and 5c of this Agreement. The Board shall establish such committees where there is a demonstrated need and resources are available.

21b. Teachers serving on such evening school committees as the administration establishes for purposes of curriculum, course selection and educational materials shall be compensated at their regular evening school rate.

22. Registration night assignments within a school shall be equitably distributed in such evening school.

23. If the inclement weather circumstances which cause closing of school during the day persist into the evening, the evening classes will not be held and the evening school teachers will be paid for that evening.

24. The following provisions of this Agreement are also applicable to evening school teachers:

B-I

B-II

B-III

B-IV

B-V

B-VI

B-VII, Sections 1, 2, 3, 4, 5

B-VIII

B-IX, Section 21

B-XI

B-XII

B-XIII

B-XIV

B-XV

T-I

T-II, Section 6

T-III, Sections 2, 4, 5, 8, 9

T-IV, Sections 1, 2, 3, 4a, 4b, 5a, 5b, 5c, 5d, 6a, 6b, 6c

T-V, Sections 3, 4, 5, 6, 7, 8, 10, 12, 14

T-VI, Sections 2, 5, 7, 8, 9, 10, 11, 12

T-VII, Sections 8, 18, 20, 21, 25, 26

T-IX

All other provisions of this Agreement do not apply in any respect to evening school teachers.

**ARTICLE T-XII  
CLASS SIZE**

1. The Board and the Federation recognize the desirability of reducing class size through both control of pupil-teacher ratio and maximum class size.

2a. The Board of Education has established goals of a maximum class size of 30 in elementary schools and 25 in secondary schools. As a first step toward these goals, the Board has already placed a maximum class limitation of 30 in classes in the elementary school Education Improvement Program. The Board has begun the reduction of the pupil-teacher ratio in all schools. Specialist teachers, remedial teachers and administrative assistants are no longer counted in the pupil-teacher ratio.

2b. Maximum class size enrollment in regular classes shall be reduced to 33. To achieve this reduction the sum of \$8.4 million shall be expended for each school year. Of this sum up to \$.3 million may be spent for the rental of classroom space needed to bring about the reduction of class size. Any amount not expended shall be expended for the purpose of providing additional classroom teachers to further lower maximum class size enrollment. A joint Federation-Board committee will be established to monitor and study the application of these funds. This committee will be established immediately to review matters related to class size on a continuing basis.

2c. In addition to the foregoing, the Board has established the following class size maxima:

- 2c(i). Technical school
- 2c(i) (a). Shop class—24
- 2c(i) (b). Adjustment Program Class—15
- 2c(ii). Kindergarten—30
- 2c(iii). EIU classes—32
- 2c(iv). Special Classes for:
  - 2c(iv) (a). Retarded educable—18
  - 2c(iv) (b). Remedial disciplinary—15
  - 2c(iv) (c). Hearing handicapped—12
  - 2c(iv) (d). Orthopedic handicapped—12
  - 2c(iv) (e). Special English—24
  - 2c(iv) (f). Socially and Emotionally Disturbed—12
  - 2c(iv) (g). Retarded Trainable—12

## *Article T-XIII*

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2c(iv) (h). Blind—10

2c(iv) (i). Institutions—15

2c(iv) (j). Visual handicapped—15 with an early objective of 12

3. Where the maximum class sizes established by the Board are exceeded, the principal shall give the reason in writing to the teacher of the class in which this has occurred and to the Superintendent of Schools. Where the teacher or the Federation questions the validity of the principal's reason, a grievance may be filed. Acceptable reasons for exceeding stated class size maxima may be:

3a. There is no space available;

3b. Observing the stated maximum would require placing classes on a short time schedule;

3c. A larger class size is necessary and desirable for specialized or experimental instruction.

4. The limitations of class size set forth in Section 2 of this Article shall not apply to library, music, assembly or forum type classes.

5. The parties recognize that Team Teaching may require that a teacher meet from time to time with a larger number of children than permitted by the above class size limitations. Fulfillment of such requirements shall be equitably distributed among all the teachers in the Team; and, in any event, the number of pupils assigned to a Team shall not exceed the product of the number of the teachers in the Team and the appropriate maximum number of pupils stipulated in Section 2 of this Article.

### **ARTICLE T-XIII ELEMENTARY SCHOOLS**

1. No program of an elementary specialist may be dropped from a school unless the principal gives the reasons in writing by May 15.

2. Effective September 1, 1974, each elementary teacher shall receive not less than 225 minutes of preparation time each week in addition to recess and lunch periods. When possible, a preparation period shall be at least 45 minutes long

and in no case shall it be less than 30 minutes. Preparation time shall be distributed as evenly as possible during the week as scheduling permits. Regularly appointed teachers shall replace those teachers who are utilizing their preparation time. Teachers shall not be required to be present when specialist teachers such as teachers of art, music, physical education are working with their pupils. This time is to be used for preparation by the teacher so relieved.

3. If a teacher in an elementary school loses a preparation period during any school year, then he/she shall have the time restored as in the past, except that for only the first four (4) preparation periods lost during any school year he/she shall have the option to have restored such lost preparation period as in the past, or to receive pay at the prevailing extra-curricular rate of compensation for the lost preparation period.

4a. Specialist teachers shall be restored for the teaching of their specialty to classes on a regularly scheduled basis with the amount of time for lunch and preparation periods equal to the amount of time afforded for such purposes to other teachers in the school. They shall be subject to the requirements of Article T-III, Section 4.

4b. In addition to their usual five (5) preparation periods each week, one elementary home economics teacher in each school shall receive two (2) additional preparation periods each week so that they can purchase food for their schools, effective February 1, 1977.

5. The non-teaching personnel provided for in Article T-III, Section 2 will be assigned to relieve, to the extent possible by such assignment, teachers of non-teaching assignments and duties and particularly to provide duty-free lunch periods. The clerical employees similarly provided shall, in the same manner, be assigned to relieve teachers of clerical responsibilities.

6. There shall be a library and librarian or library assistant or other employe of similar classification in every school with 1,000 or more pupils.

7. As rapidly as funds permit and personnel is obtainable, each school with a library shall be provided with a library assistant or other employe of similar classification.

8. Teachers shall be permitted to order their own supplies

## *Article T-XIII*

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subject to the approval of the principal in accordance with Article T-VI, Section 10.

9a. Elementary school teachers shall not be required to perform yard duties earlier than 8:45 a.m.

9b. In those elementary schools which still have recess duties, there shall be no more than one (1) teacher on recess duty and such duties shall be rotated among the faculty. Where there are no recess duties, there shall be none for teachers.

10. In elementary schools, announcements shall be made, except in the case of an emergency, only at the same time throughout the school year. Such time may be immediately before the noon-time dismissal or immediately after the beginning of the afternoon session as the principal may elect at the beginning of the school year.

11a. 100 hours at the extra-curricular rate, shall be allotted each year to each elementary school to pay the teacher serving as safety patrol sponsor for a school year of service.

11b. 120 hours, at the extra-curricular rate, shall be allotted each year to each elementary school to pay teachers engaged in approved extra-curricular programs.

11c. During each school year, there shall be an allocation of 40,404 hours at the extra-curricular rate in addition to the hours allocated in Sections 11a and 11b above for approved extra-curricular programs. Such additional hours shall be distributed among all elementary schools on the basis of the size of their respective school faculties.

12. Lead teachers (team leaders) may be appointed in accordance with Article T-VIII, Section 4e of this Agreement.

13. The first priority for regular appointment to primary grade positions shall be given to teachers who have completed the appropriate academic preparation in early childhood or elementary education and have completed a program of supervised student teaching. Should such individuals not be available for appointment at a given point in time, the next priority shall be given to teachers who possess interim certification in early childhood or elementary education.

14. When a child's behavior is such as to lead to the con-

sideration that he may be RT, procedures shall be implemented in accordance with the provisions of Administrative Bulletin 25. In the event that determination of RT status is made, disposition of the placement of such child shall be made within thirty days from the date of such termination.

15. An area within the play area of an elementary school yard shall be cleared or made safe for play within three days of snowfall.

16. Each year during the term of this Agreement, the Board shall expend \$55,000 for the purchase of instructional equipment for elementary schools. These funds are to be distributed equitably among all elementary schools on the basis of the size of their respective faculties.

17. Class record books shall be supplied for all elementary school teachers.

18. In elementary schools, any teacher may examine the pupils assignment sheets in his school (whatever type is used in that school) as soon as the principal has completed his tentative September reorganization, but in any case no later than the last pupil day of the school year in June.

19. In elementary schools, every teacher will receive his tentative new class name list, including the pupil's reading levels. This shall be accomplished, where possible, no later than the last day of the school year in June.

20. In the elementary schools by June 10, teachers shall be notified of what grades and sections they will teach. Where grouping is practiced, teachers shall also be notified of the ability levels of each group they are scheduled to teach. During the summer when the roster is actually being constructed, any teacher as well as members of the building committee may come to the schools to review and discuss with the Administrator in charge the roster as it is being constructed. Where possible the subject matter of the specialist who will be with the class during the teacher's preparation period will be listed.

21. Changes in job title without a change in certification requirements or job descriptions shall not affect the job security of present Administrative Assistants in the event the Board of Education upgrades the position of Administrative

## *Article T-XIV*

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Assistant to that of Elementary School Assistant Principal or Elementary School Vice Principal.

### **ARTICLE T-XIV SECONDARY SCHOOLS**

1a. In the technical high schools the non-teaching personnel provided for in Article T-III, Section 2 will be assigned to relieve, to the extent possible by such assignment, academic and commercial teachers of non-teaching duties. Teachers so relieved shall use this time for additional professional preparation.

1b. In Junior and Senior High Schools the non-teaching personnel provided for in Article T-III, Section 2 will be assigned to relieve, to the extent possible by such assignment, teachers of non-teaching assignments and duties. Teachers so relieved shall utilize this time for additional professional preparation up to five periods a week.

1c. If a teacher in a secondary school loses more than four (4) preparation periods during any school year, then such teacher shall have the time restored for any lost preparation period over four (4) within thirty (30) calendar days of each lost preparation period.

2. Junior High School counselors shall be available to students, parents, and teachers for the discussion of students' choices and plans and shall participate as a member of the school guidance committee concerned with the planning course selection procedures. It is to be understood, however, that counselors are not administrators or clerical assistants in the course selection program of the school.

3. In Junior High Schools supportive services shall include remedial English, remedial mathematics, remedial physical education teachers and counselors.

4. A joint committee of the Board and the Federation will continue to study and reevaluate Junior High Schools in relation to the age groups attending them and make recommendations in relation thereto to the Superintendent of Schools.

5. Continued efforts will be made by the Board to obtain from publishers curriculum materials and textbooks written at a practical reading level for the pupil but with subject matter



taught in Junior High Schools.

6a. In Junior High Schools Lead Teachers (team leaders) may be appointed in accordance with Article T-VIII, Section 4e of this Agreement.

6b. The Federation will be given the opportunity to consult with the Superintendent on the creation of other promotional positions in Junior High Schools.

7. One laboratory assistant shall be provided in each science department.

8. "Middle Schools" shall for all purposes of this Agreement be deemed to be and be treated as Junior High Schools.

9. Every secondary school shall have a copying machine available to teachers for school purposes with the permission of the principal.

10. In the event a long assembly is held in a secondary school, each period in the day shall be shortened in preference to eliminating a period.

11. The fact that a teacher in a junior-senior high school teaches in the junior high school division of that school shall not disqualify him from appointment to a position or task, (other than a regular teaching position) in that school.

12. In secondary schools, announcements are to be limited to the last few minutes of the advisory period except for emergencies.

13a. The same examination shall be given for those teaching positions in the senior and technical high schools that have the same certification requirements, and a single eligibility list for both senior and technical high schools for each such type of position shall be created on the basis of such examination.

13b. Subject to the provisions of Article T-VIII, where the required certification for an academic or commercial subject is the same for a senior high school and for a technical high school, teachers appointed to teach such a subject in one of such schools may transfer laterally from a technical high school to a senior high school and vice versa.

14. Within the limitations of the total teacher allocations

## *Article T-XIV*

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to a school and where facilities are or can be made available in any senior high school and technical high school, students shall be offered the opportunity to take a one year course in typing.

15. A central storeroom in which would be stored and from which would be delivered, on request, to the teachers small tools and general hardware (items and consumable supplies which are in common use and common to the shop activities in the school) will be provided in each Technical High School. This central storeroom will be staffed with a full time stock clerk. Where shops are in a cluster and have a central tool room served by a full time stock clerk, this will be continued. New buildings will be designed and constructed in a manner to provide grouping of shops and central tool rooms staffed by full time stock clerks for each grouping.

16. A full day shall be provided for testing and interviewing Junior High School pupils applying for admission to Technical High Schools.

17. Summer schools for vocational or academic subjects for technical high school pupils will be continued. Teachers for these summer schools shall be selected and paid in the same manner and on the same basis as for summer schools heretofore established.

18. Trade and collateral coordinators shall have the same status and salary schedule as the senior high school department heads.

19a. A work order shall be honored only if it promises to help achieve one or more of three outcomes:

19a(i). Strengthen mastery of one or another of the objectives in the course of study;

19a(ii). Lend reality to pupil experience with the course of study;

19a(iii). On occasion, aid the school or the school district.

19b. Work orders must have the approval of the teachers and the principal, and of the appropriate coordinator. The teachers must be given adequate time for proper scheduling of an approved work order.

20. A coordinator shall be appointed in each of the Technical High Schools for each of the following subjects: English, mathematics, science, social studies.

**ARTICLE T-XV  
COACHES AND PHYSICAL EDUCATION**

1. The Division of Physical Education will conduct a survey of the condition of equipment and will report to the Superintendent stating its schedule for repair and replacement of present faulty equipment and for providing additional needed equipment. This report will be made available to the Federation.

2. The Executive Director of Personnel will clarify the policy for appointing coaches and physical education teachers in Senior and Technical High Schools. Teaching appointments will be made from the Physical Education eligibility list.

3. In each coeducational senior and technical high school there shall be a position of Department Chairman for physical education, specifically female or specifically male, who shall be of the sex opposite to that of the head of the Physical Education Department in that School. This chairman is to teach no more than 22 periods per week and is to have no homeroom.

Each such chairman shall be compensated on the basis of a 13 step schedule, the first 11 steps of which shall be the regular schedule based on his preparation. The 12th step and the 13th step of such schedule shall each be above the preceding step by the amounts specified, effective on the following dates: 9/1/80-\$1538; 9/1/81-\$1692.

The basic salary of each such chairman shall be two steps higher than the step at which he would have been paid if he were not the department chairman.

4. Certification in physical education shall not be one of the criteria for qualification for positions in coaching or positions for the direction or implementation of intramural sports. Such positions shall be open to all qualified teachers within the given school.

5. Cheer leading shall be deemed a coaching activity.

## *Article T-XV*

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6. A committee, which shall include among its members representatives of the Federation, shall be established as soon as possible after the effective date of this Agreement to review and prepare recommendations on the qualifications and guidelines for the appointment of coaches in the respective interscholastic sports.

7. The Superintendent and the Federation shall each designate three members to constitute a joint committee to review the relationship of the assignment as athletic director in smaller physical education departments and the limited supply of coaches in schools with such departments.

8. A person who, on or after September 1, 1969, was a teacher of remedial physical education or adaptive physical education shall be treated as having at all times had the sum of his lengths of service as such teacher and as a teacher of physical education in the Department of Physical Education in each school in which he served as such teacher. Any such person who subsequent to September 1, 1969 was transferred from any school in which he would have had the right to remain if the rule set forth in the preceding sentence had been applied shall have the same right to return to such school as though he had been transferred in accordance with the provisions of Article T-VIII, Section 8b of this Agreement.

9. The School District shall make every reasonable effort to provide qualified substitutes for physical education classes.

10. For each area of physical and health education and for each interscholastic sport, there shall be established as soon as possible after the effective date of this Agreement a joint committee, (including coaches in the case of sports), to evaluate and develop specifications for equipment and materials for such area or sport.

11. League chairmen who supervise inter-scholastic competition should be paid the same rate proportionate to the number of hours for the same sport regardless of sex.

12. Prior to the addition of new sports or athletic activity in a school, the principal shall discuss the matter with the building committee.

13. When sports chairpersons' jobs become vacant, they shall be advertised as an extra-curricular activity and qualified

personnel shall be allowed to apply for the position. The Division of Physical and Health Education will set up the criteria and select the applicant.

**ARTICLE T-XVI  
SPECIAL CLASS TEACHERS**

1. Teachers employed on a special service schedule in institutions shall accumulate twelve days sick leave per year and 3.6 days personal leave per year.

2. Teachers employed on a special service schedule in institutions shall be required to teach not more than 1/10 more than the number of regular school days in the normal school calendar.

3. Teachers employed on a special service schedule in institutions shall alternate teaching during the months of July and August. A teacher having July off in one year shall have August off the next year, and so on.

4. The Associate Superintendent for School Facilities will be consulted to insure that a sink and toilet in each class for retarded trainables will be provided in new schools and on the practicability of and a schedule for providing these in existing classes.

5. Special class teachers required to remain with their class during lunch shall, where administratively possible, receive an equivalent amount of time off during the day.

6. Each special class center shall be provided with the services of an industrial arts job placement coordinator who shall set up an on-the-job training program and endeavor to place pupils upon graduation.

7. There shall be one matron assigned to each four retarded trainable classes or fraction thereof.

8. A joint committee will reevaluate the program of instruction for retarded educables in high schools in order to determine the validity of placement and the desirability of awarding a certificate upon graduation.

9. When, in the opinion of a teacher, the assignment of a child to a special class warrants a reevaluation, the request of the teachers for such a reevaluation shall receive expedited

## *Article T-XVI*

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attention. When the reevaluation is made, the teacher shall be involved.

10. In order to maintain an adequate staff of teachers in accordance with the provisions of Article T-XII, at Pennypack House and Youth Study Center during the summer vacation period, the personnel who have been employed in the summer of either 1965 or 1966 in such vacation substitute service shall be given priority, in the order of the greater number of summers in such employment in appointment to these positions.

After all personnel having such priority have been assigned, every effort shall be made to staff the remaining vacancies with teachers. Vacancies shall be posted in the schools at the same time that application for summer school positions are invited.

11. A pool of per diem substitutes shall be organized promptly after the effective date of this Agreement in order to provide substitute service for special classes, such as the retarded educable and retarded trainable. These substitutes will be given training in the area of special education, through in-service courses for the purpose of improving their services. Assignments of such substitutes will be made from a district to be designated by the Superintendent in the same manner as substitutes are assigned for other special areas, such as physical education, art, music. These substitutes shall first be assigned to service in special classes and before they are given other assignments. When all such assignments have been made to all such classes, the remaining such substitutes who are not so assigned shall be available for service in regular grades.

12. The Board shall extend its utmost efforts to see that no later than February 1, 1969 teachers in institutional and residential schools shall be afforded preparation periods of the same number and duration as in the other schools.

13. Teachers in institutional schools shall receive the same insurance benefits as received by twelve-month employees.

14. Special class teachers who meet the criteria for extra-curricular activities shall be included among the teachers eligible for assignment to such activities.

15. 120 hours, at the extra-curricular rate, shall be allotted

each year to each institutional school to pay teachers in approved extra-curricular programs.

16. In each institutional school, there shall be available for inspection a statement defining the respective responsibilities of the custodial institution and the school.

17. To the extent space is available, TMR classes with their teacher shall be assigned to special classrooms such as gym, music room, art room.

18. To the extent possible, special education classes shall be assigned to regular rooms.

19. Subject to the approval of the Pennsylvania Department of Education, computer terminals shall be placed in the classrooms of qualified Mentally Gifted teachers who want one. A qualified teacher is one who has received a minimum of 30 hours of instruction in computer programming in the Basic Languages and who has demonstrated skill in this area.

20. All Educational Evaluators shall be merged into one classification with all Instructional Advisors and the classification shall be called Instructional Advisor with the current job description. The pay schedule shall coincide with Steps 6 through 11 of the current Special Class Teachers Salary schedule.

Those employees affected shall work the regular school day and shall not be entitled to any preparation time. These employees may be required to work additional time. For working such additional time, they shall be compensated at the extra-curricular rate of pay.

Those employees affected who are currently on the Instructional Advisor salary schedule, and whose salary exceeds the Special Class Teachers salary, shall suffer no loss of pay.

## **ARTICLE T-XVII KINDERGARTENS**

1. To the extent permitted by budgetary allocation and the availability of personnel, and regardless of class size, a kindergarten class shall be provided with a kindergarten aide who shall be assigned to provide the teacher with the same relief provisions as are provided other elementary school teachers

## *Article T-XVII*

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by non-teaching assistants, clerical employes, and specialist teachers and to provide the teacher with a duty free lunch, relief from 3:30 duty and a morning and afternoon break. Equitable distribution of non-teaching duties and emergency assignments in a school is not to include kindergarten teachers.

2a. The Superintendent continuing to recognize the need of constant attention to kindergarten matters will direct the Division of Education for Young Children to meet regularly with the Federation's Kindergarten committee to discuss matters of mutual concern. Among subjects to be discussed are minimum age for kindergarten admission, number of years attendance in kindergarten, procedures for a second year in kindergarten for over-age children, reorganization of the kindergarten day and the planning of kindergarten facilities.

2b. The kindergarten teachers in a school shall be consulted regarding alterations and improvements of kindergarten facilities in that school.

2c. Kindergarten teachers shall be entitled to discuss with the principal and the building committee what service will best meet their needs.

3. The Board and the Federation agree that the extension of psychological testing, counseling, and attendance services to kindergartens is desirable. The Board will make every effort to plan a program for providing these services.

4a. The assignment of kindergarten teachers during the registration period shall not interfere with the schedule established by the school for the interviewing of parents and registering of kindergarten children.

4b. There shall be five meeting-free interview days for all Kindergarten teachers at the beginning of each school year.

4c. In the case of kindergarten classes where a significant number of pupils are taking a second year of kindergarten, a maximum of ten sessions with no pupils in attendance shall be permitted for parent-teacher conferences during the first two weeks of school. No more than five morning sessions are to be used for this purpose.

5a. The Allotment Display Sheet shall contain \$100 per kindergarten teacher for educational supplies, 10 cents per pupil



for magazines and 30 cents per pupil for instructional aids.

5b. Kindergarten supplies, books, and instructional aids shall be requisitioned and delivered separately from the general school requisition.

6. Where administratively possible, opportunities will be created for interviews with parents when the teacher believes it is necessary.

### **ARTICLE T-XVIII HOME AND SCHOOL VISITORS**

1. Hours of work for home and school visitors shall be from 9:00 a.m. to 4:00 p.m., with one hour for lunch.

2a. The Division of Pupil Personnel and Counseling analysis of car allowances permitted home and school visitors will be reviewed by the Federation and the Board and any changes will be negotiated.

2b. Every home and school visitor who is assigned a "car district" shall receive seventeen (17) cents per mile for approved transportation expense with a minimum of \$1 per day.

3. Eligibility requirements for the position of Supervisor will be studied and reviewed by the Division of Personnel and the Federation Advisory Committee on Examinations.

4a. A home and school visitor will have a substitute when absent for more than one day when one is available.

4b. A current list of home and school visitor substitutes shall be available at the beginning of each month and shall be posted in the District Attendance offices.

5. The Board shall clarify and define course titles and credits for courses required of home and school visitors to obtain certification. The Board will contact universities and state agencies to obtain unanimity of titles and content.

6. There is to be a desk, chair and telephone in each school for use of the home and school visitor.

7. The Board shall draw up a job description and define the duties and responsibilities of home and school visitors. This shall be reviewed by the Federation.

8. The Board is requesting legislation to eliminate the

## *Article T-XIX*

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triennial street census. This will relieve the home and school visitors of the street work involved.

9. Home and school visitors will be given relief from non-professional duties to the extent made possible by the additional clerical employees provided in Article T-III, Section 2.

10. Assignment, during the summer, to court positions will be voluntary. These positions will be filled at least 30 days before the close of school in accordance with systemwide seniority and held for two years. Seniority lists shall be available in the District Attendance Offices.

11a. The positions of court representative and assistant supervisor will be posted and filled by examination. The position of assistant supervisor, if reinstituted, shall be considered a promotional position and excluded from the bargaining unit.

11b. The Board shall authorize and fill one position for a court representative additional to the number of such positions authorized as of June 30, 1970.

12. Home and school visitors shall be regarded as having the same professional status as teachers who instruct pupils in the school.

13. Home and school visitors will be eligible for staff development. These meetings will take place during the school day and no additional monies shall be budgeted for this purpose.

14. A joint committee of Federation members and administration will be appointed within 30 days after approval of this contract to meet on a regular basis in order to research methods used by other agencies and school districts in handling the problems of supplying alternatives to visiting in dangerous situations.

### **ARTICLE T-XIX LONG TERM SUBSTITUTES**

1. Long term substitutes returning to service as long term substitutes will be placed on the same salary step they were on when they left.

2. Long term substitutes will not be replaced by interns after the beginning of a school year.

3a. A long term substitute shall not be displaced from a particular assignment except for cause as defined in Section 514 of the School Code, or because of the return of the teacher for whom he is substituting, or because of the position being filled by the appointment of a regular teacher. In either of the latter two cases, the long term substitute shall be given preference in assignment to other vacant long term posts.

3b. If there is not a long term post available, the displaced substitute shall be notified promptly of the fact and shall be given a per diem assignment but shall be paid on his long term basis for the days he works for the remainder of the school year, provided he accepts all per diem assignments, except in the case of his illness. When a long term substitute functions as a per diem substitute on this basis he shall continue to receive, for the balance of the year, all insurance, sick leave, personal leave and holiday pay that he would be entitled to if serving in a long term substitute capacity. If it is not possible to offer per diem service with long term substitute status, he is to be given ten days' notice of termination of his position or pay in lieu thereof.

4. Beginning on September 1, 1968, a teacher serving in a position in which, under this Article, he is to be deemed to be a long term substitute and to be assigned as such, shall be granted, from the date on which he should be so assigned, all leave provisions, except sabbatical leave, granted to regularly appointed teachers.

5. When a long term substitute is to be replaced by an appointed teacher, the long term substitute with the least service in the school and in the subject area for which the replacement is being made will be released first, and so on in that order.

6. Upon termination of his appointment as a provisional teacher, a person who previously was a long term substitute shall be given credit, for seniority and salary purposes, for the period served as a provisional teacher as if such period had been served as a long term substitute.

7. Auxiliary teachers shall be appointed from the ranks of long term substitute teachers on the basis of seniority with satisfactory service and certification.

8. Beginning October 1, 1970, long term substitutes on

## *Article T-XX*

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existing eligibility lists will be offered opportunity for appointment to vacancies before provisional appointments are offered for the filling of such vacancies.

9. Satisfactory service as a long term substitute shall be considered teaching experience for the purpose of examination point credit to the same extent other teaching experience is considered.

### **ARTICLE T-XX DEPARTMENT HEADS**

1. A job description defining the role and responsibility of Senior High School Department Heads and Technical High School coordinators shall be drawn up by the Board and reviewed by the Federation.

2a. There shall be a continued involvement of department heads in the process of examination of teacher candidates and participation and advisement in the establishment of criteria of teacher eligibility.

2b. Department Heads will be informed of the opportunity to serve as members of Oral Examining Committees and will be invited to apply for such service. Opportunities to serve will be distributed equitably among Department Heads who desire such service.

3. There shall be continued involvement of department heads in the developing of curriculum. Payment for curriculum work performed at a time other than during the teacher's day shall be at the extra-curricular rate of pay. If a supervisory rate is established, payment is to be at that rate.

4. A Joint Study Committee has completed and presented to the Office of the Superintendent its report and recommendations concerning the equalization of the workload of department heads. Such recommendations shall be resubmitted to the Superintendent for his consideration.

5a. A Department Head or Coordinator will, upon request, be furnished a full copy of the description and—if they have been accepted by the Administration—of the results of any research project concerning curriculum or any area pertinent to the field of interest of his department. The requested copies shall be sent within one week after the date of the request.

5b. The School District shall make periodic reports and evaluations of all experimental and model programs of instruction and shall make them available to any interested teacher.

6. Although the Department Head performs necessary administrative functions in the discharge of his duties, among his major responsibilities are the improvement of instruction and the day to day guidance and supervision of the teachers in his department.

### **ARTICLE T-XXI SUMMER PLAYGROUNDS**

1. The Federation Summer Playground Committee and the Director of the Division shall review with the Chief of Plant Operations the services to be performed by the custodial staff.

2. Summer playgrounds are to be staffed in the following manner:

2a. Present satisfactory teachers shall continue to serve as long as they desire the position, if the position exists.

2b. Vacancies are to be filled by examination. Such examination shall be given no later than February of each year.

2c. Seniority in summer playgrounds shall be the determining factor in the reduction of the number of positions.

2d. Summer playground seniority shall be the number of summers of appointed service in a teaching subject or teaching position.

3. Eligibility lists for playground teachers shall be merged. The Director retains the right to designate whether certain positions shall be filled by men or by women.

4. Teachers whose names appear on the eligibility list but who do not receive a regular appointment shall be given first preference for substitute playground service.

5. Letters of notification of appointment for summer playground positions shall be sent to teachers in accordance with the provisions of Article T-XXII, Section 2c of this Agreement.

6. The number of summer playground positions shall be posted in the schools no later than the time that application for summer school positions are invited.

## ***Article T-XXII***

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7. A list of teachers appointed to summer playgrounds shall be posted in the Administration Building no later than two weeks after the summer playground program has started.

8. A summer playground teacher may take an unpaid leave of absence for up to two summers if he is on sabbatical leave from regular school. A teacher taking such leave of absence shall retain his position and continue to accrue seniority and all other benefits as though he were teaching.

9. A summer playground teacher shall be permitted, during the summer session, to use sick leave accumulated during the regular school year.

10. Summer playground teachers shall be permitted the same funeral leave as during the regular school year.

11. Summer playground teachers shall be permitted to use accumulated personal leave from regular school for the same reasons provided in Article B-IX, Section 9.

12. A summer playground teacher shall have a 10 minute break each morning and each afternoon, provided two or more teachers are assigned at that time.

### **ARTICLE T-XXII SUMMER SCHOOLS**

1. Three representatives of the Federation, one from each of the school levels, lower, middle and upper, will be invited to attend the sessions of the Summer School Planning Committee. Among its functions, the Committee shall discuss and propose the creation of such summer school programs as it deems feasible in Industrial Arts and at the Saul School. The report of the committee shall be submitted not later than April 1 of each year to the Board and the Federation. The Board shall take action on the matter as promptly as may be, so that such recommendations as it approves can be brought to the knowledge of Industrial Arts teachers and teachers at the Saul School at the earliest possible date and be effectuated during the following summer school session.

2. Summer schools shall be staffed in the following manner:

2a(i). Satisfactory teachers who have summer school seniority shall be appointed to summer school positions in the

order of their seniority if they desire the position and if the position exists.

2a(ii). Summer school seniority shall be the number of summers of appointed service in a teaching subject or teaching position.

2b. When any list of teachers in 2a(i) above is exhausted, vacancies shall be filled by examination for the area to which such list pertains. Such examinations shall be given no later than February of each year.

2c. Notification of appointment to summer school shall be made two weeks following the issuance of the third report for at least 90% of the number of teachers estimated to be needed for the program.

2d. Teachers will be provided a choice of schools and, where administratively possible, that choice will be honored in making assignments.

2e. Seniority in summer school shall govern when it becomes necessary to reduce positions. Where such summer school seniority is equal, then systemwide seniority shall apply. Also, where applicable, Article T-IX, Sections 1(c) and 1(d) shall apply.

2f. A summary of the number of positions by school level and, where applicable, by subject, for which appointments are made under subsection c above shall be posted in each school promptly after notification of such appointments.

2g. The list of teachers appointed to summer school by subject and home schools shall be published by posting in the summer schools at least two weeks after summer school has started.

3. Additional appointments to summer school shall be made as needed during the summer school sessions in accordance with subsection 2b of this Article. If a list is exhausted, then teachers certified in that subject and on another current summer school list (though not appointed from it) shall be given the opportunity to fill the position as a temporary appointee. If the name of such temporary appointee is reached on the eligibility list for a regular appointment, he shall continue in the temporary position for the duration of the summer session.

## *Article T-XXIII*

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However, his seniority for summer school purposes, in the subject of the eligibility list shall begin from the date his name was reached on such eligibility list.

4. Letters of notification for summer school and playground positions shall be sent to teachers at the same time.

5. Hours for summer school teachers shall be as follows:

5a. Senior high schools, 8:15 a.m. to 12:30 p.m.; two days from 8:15 a.m. to 3:00 p.m., with one unpaid hour for lunch; total of 148 hours.

5b. Junior High and Elementary Schools, 8:30 a.m. to 12:00 Noon; three days 8:30 a.m. to 3:00 p.m., with one unpaid hour for lunch; total of 90 hours.

5c. The Fourth of July will be an unpaid holiday.

6. A summer school teacher may take an unpaid leave of absence for up to two summers if he is on sabbatical leave from regular school. A teacher taking such leave of absence shall retain his position and continue to accrue seniority and all other benefits as though he were teaching.

7. A summer school teacher shall be permitted, during the summer session, to use sick leave accumulated during the regular school year.

8. A summer school teacher will be permitted the same funeral leave as during the regular school year.

9. A summer school teacher shall be permitted to use accumulated personal leave from regular school for the same reasons provided in Article B-IX, Section 9 of this Agreement.

10. Assignments of student teachers shall be made first to teachers with a full schedule. If this cannot be done, the student teacher shall be assigned to more than one teacher so that he is in a classroom situation during the full session.

11. Ample notice of summer school registration and procedures shall be given to public and parochial school students.

### **ARTICLE T-XXIII EXTRA-CURRICULAR ACTIVITIES**

1. Promptly upon the execution of this Agreement, the Board and the Federation shall each designate not more than 4 persons to constitute a Joint Committee whose function it



shall be to study extra-curricular activities other than those listed in Section 10 of Article T-VII, the number of teacher hours required for and to be allotted to each such activity; and the procedures to be used in staffing such activities.

2. All vacancies in extra-curricular activities in a school shall be advertised so that all teachers are notified, including those absent and/or on any kind of leave. The building committee will cooperate in bringing such vacancies to the attention of teachers absent or on leave.

3. Special class teachers who meet the criteria for extra-curricular activities shall be included among the teachers eligible for assignment to such activities.

4. All extra-curricular activities shall be permitted to operate in schools at least until 4:30 p.m.

5. Travel expense for extra-curricular activities shall be reimbursed on the same basis as for other teachers.

6. Compensation for extra-curricular activities shall be paid every four weeks.

7. All Safety Patrol Sponsors and teachers engaged in all other approved extra-curricular programs in the elementary schools shall be paid at the regular extra-curricular rate of pay in accordance with Article T-XIII, Section 11 of this Agreement.

8. The Board shall afford reasonable protection for the safety and welfare of the students and teachers engaged in extra-curricular activities that take place out of school buildings.

9. 120 hours, at the extra-curricular rate, shall be allotted each year to each institutional school to pay teachers in approved extra-curricular programs.

10. As vacancies occur, an employee shall be eligible for more than one paid extra-curricular job only if he/she is the sole applicant or if all other applicants have as many extra-curricular hours.

#### **ARTICLE T-XXIV COUNSELORS AND COUNSELING TEACHERS**

1. To insure minimum standards of privacy and confidentiality (a) provision shall be made in new school buildings for each counselor to have his own office with floor to ceiling

## *Article T-XXIV*

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sound-conditioned partitions; the same provision shall be made in old schools, the floor to ceiling partitions dependent on the reasonable availability of existing natural or mechanical ventilation and (b) in any event, a counselor's office shall contain a door that can be closed, a telephone for the use of the counselor and file cabinets with locks.

2. Counselors and counseling teachers shall work the same hours as other teachers in the school.

3. Additional non-teaching personnel provided for in Article T-III, Section 2 shall also be so utilized as to provide, to the extent administratively possible, for the relief of counselors and counseling teachers of clerical and non-professional duties.

4. The Board will give every consideration to achievement of the Federation's goals of a maximum case load for elementary counseling teachers of 400 and a maximum case load for secondary school counselors of 300.

5. The Board will continue its efforts to attain its goal of one counselor aide for every three counselors.

6. Administrative and supervisory representatives of the Division of Pupil Personnel and Counseling shall meet monthly with representatives of the Federation Counselor Steering Committee to discuss problems and make recommendations on matters of major concern to counselors.

7. Counselors and counseling teachers shall not be regularly assigned to duties in which they must mete out punishment, subject to the requirements of Article T-III, Section 4.

8. The duty of maintaining attendance records shall not be assigned to counselors or counseling teachers.

9. Preparation of summaries for use in requesting school or community services or in supporting cooperation with such services is a counseling function. There shall be no restrictions against reasonable time for preparation of such summaries within the school day.

10. Upon written request from a counselor, the Director of Pupil Personnel and Counseling or his designee shall promptly review with him all material in that counselor's file. A statement shall be inserted in the file setting forth the date the file was reviewed and the material examined and signed by the persons reviewing the material.

11. Wherever the term counselor is used herein, it is to include counseling teacher.

12. Counseling positions must be offered for transfer and for new appointments before interns may be placed in these positions. The placing of an intern shall not be deemed as filling that position beyond the first year of internship. Said position shall then remain open for contractual procedures of transfer and appointment.

### **ARTICLE T-XXV PSYCHOLOGISTS**

1. The Director of Special Education shall meet regularly with a Federation Professional Committee of Psychologists (consisting of one psychologist from each district), normally on a monthly basis to discuss matters of a professional nature. Planning of staff meetings and staff development programs including the use of funds allocated to such purpose shall be included in discussions at such meetings. If items submitted for the agenda of a staff meeting by the Professional Committee are not included in the agenda, the Director of Special Education will, in writing, notify the Professional Committee either of the date when the item will be so included or the reason for not so doing.

2. The professional skills of psychologists may be used as resources in programs and activities of the school that are preventive in nature such as mental health teams, socially maladjusted teams, child development programs and the like.

3. Each Psychologist shall be provided with such conditions and facilities as will permit uninterrupted service with the child being examined. Because of limitations on available space, psychologists will give the school at least three days notice of appointments with children.

4. Reasonable facilities and essential secretarial services shall be provided for psychologists.

5. Psychologists shall be fully involved in any activity that will help the school better understand the individual child. To this end, the services of the psychologist shall be utilized, as a resource to the principal, in those activities deemed necessary for a complete evaluation of the child and the proper recommendation as to placement by the principal.

## *Article T-XXV*

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6. The psychological report of each child shall be given the privacy within each school that will uphold the confidentiality of the report. Such report shall be released only to authorized persons in accordance with established guidelines for such release. The establishment of such guidelines shall be a proper subject for discussion at meetings of the Psychologist Professional Committee with the Director of Special Education.

7. Information pertaining to professional opportunities applicable to school Psychologists shall be distributed to and posted in all districts and central offices in which school Psychologists are located so that all Psychologists have the opportunity to determine whether they wish to participate therein.

8. In each school year each Psychologist shall have the right to expend \$25 out of the Division of Special Education allotment for instructional materials and supplies for the purpose of purchase or requisition of such material for use in his professional activities. Any unexpended portion of such \$25 shall be retained in the Division's said allotment. Procedures for the effectuation of this section shall be established by agreement between the Federation and the Administration.

9. Files will be decentralized where and when administratively possible.

10. The Pedagogical Library shall maintain a selection of books and magazines of special interest to Psychologists. The professional committee will recommend to the Pedagogical Library the selection of books and magazines.

11. The assignment of a Psychologist to a special project requiring special qualifications and competencies shall be offered to those Psychologists possessing such special qualifications and competencies on a rotation basis, beginning with the most senior Psychologist. In the event no such Psychologist indicates his willingness to perform such assignment the Psychologist with such special qualifications and competencies with the least seniority shall be assigned to such special projects on a rotation basis beginning with the least senior such Psychologist.

Assignment to such projects within a district shall be made in accordance with the procedure enumerated above from among the Psychologists assigned to such district.

12. All requests for the use of school pupils for practice or psychological research by college students or institutions shall be referred to the local psychological staff so that they may know about the request.

13. Psychologists shall not be required to report on days when all schools are closed by administrative action.

14. A Psychologist shall be permitted to transfer from one district to an existing vacancy in another on the basis of seniority. Such transfer shall be effective on February 1, or September 1 of any year or when a qualified replacement, from an eligibility list created by the Personnel Department, is obtained for him, whichever is sooner.

15. 12 month Psychologists will continue to follow the Administrative Calendar except that each Psychologist will receive two additional days off—one at Christmas and one at Easter. Furthermore, Psychologists will receive three personal leave days per year prospectively from September 1, 1970.

16. The following provisions of this Agreement are also applicable to Psychologists:

B-I  
B-II  
B-III  
B-IV  
B-V  
B-VI  
B-VII  
B-VIII  
B-IX  
B-XI  
B-XII  
B-XIII  
B-XIV  
B-XV

T-I  
T-II, Section 1d  
T-III, Sections 3, 5, 6, 7, 8, 9  
T-IV, Sections 2, 3, 5, 6, 8  
T-V, Sections 5, 7, 8, 14  
T-VI, Sections 7, 10, 11  
T-VII, Sections 5, 14, 16, 18, 20, 25, 26  
T-IX

**ARTICLE T-XXVI  
LIBRARIANS**

1. The library shall be available for library purposes to students and teachers at all times during the school day except that a District Superintendent may schedule a meeting in the library or IMC of a school no more often than one time per month. Whenever available, a certified librarian shall staff the library if funds are available.

2. The job description of library assistants shall require secretarial help—including preferably, typing—to librarians.

3. To the extent provided in Article T-III, Section 2, non-teaching personnel shall be assigned to relieve librarians for preparation periods.

4. Library aides, hereinafter appointed, shall be equitably distributed, except as limited by the requirements imposed by Federal aid programs.

5. The Board will give consideration to its ultimate goal of meeting the standards for staffing libraries established by the Commonwealth of Pennsylvania.

6. Money collected within the school in connection with the circulation of library books shall be allocated to that school for its library needs.

7. A Joint Committee of librarians and of the Administration shall meet as need arises to discuss library problems and procedures such as library facilities, staff, the setting up of instructional materials centers, etc.

8. The Board has undertaken a survey of needs for library space, work space, storage and reading rooms. The Joint Committee of the Board and the Federation will study the results of such survey and make such recommendations as the Joint Committee shall deem appropriate in order to meet the goal of the Board to achieve Commonwealth of Pennsylvania standards for library space.

9. All meetings of librarians shall be held during the school day.

10. Librarians may order books at any time.

11. As soon as possible, all books for all libraries shall

either be purchased in already processed form or shall be centrally catalogued.

12. All appointments to positions in the Division of Libraries shall be impartially made on the basis of examinations appropriate for each such position.

13. Two representatives of the Federation Library Committee shall be invited to attend the planning meetings concerning instructional materials centers.

14. The work day for librarians and library assistants shall be as heretofore.

15. Requisitions shall be processed as soon as possible so that orders are promptly executed.

16. Librarians shall be responsible directly to an administrator of the school, designated by the Principal.

17. Pupils shall not be assigned to the school library or instructional materials center as a disciplinary measure.

18. Librarians in secondary schools shall be relieved of responsibility for the library for the equivalent of one period per day by having paraprofessionals, assistants, or secretaries present in the library during such periods.

## **ARTICLE T-XXVII INDUSTRIAL ARTS**

1a. A committee of industrial arts teachers shall participate with the administration in updating requisitions in regard to items listed and prices.

1b. A more complete list of suppliers for shop material shall be provided to industrial arts teachers as well as more detailed descriptions of the products that are available from suppliers.

1c. Regular meetings of committees of industrial arts teachers and the administration shall not be scheduled during the last two weeks of the school year.

2. A committee of industrial arts teachers shall confer with the administration and make recommendations for the setting of the money allotment for supplies for each pupil. These allot-

## *Article T-XXVII*

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ments are to be adjusted at regular intervals not to exceed three years.

3a. A work order shall be honored only if it promises to help achieve one or more of three outcomes:

3a(i). Strengthen mastery of one or another of the objectives in the course of study;

3a(ii). Lend reality to pupil experience with the course of study;

3a(iii). On occasion, aid the school or the school district.

3b. Work orders must have the approval of the teacher and the principal and of the department head, if there is one. The teacher must be given adequate time for proper scheduling of an approved work order.

4. Industrial arts teachers shall be allowed two days with pay per year for visitations to industry and to other schools.

5a. The Division of Vocational and Industrial Arts Education shall survey equipment in school shops and submit to the Superintendent of Schools no later than February 15 of each year a schedule for the replacement of obsolete equipment. This report shall be made available to the Federation.

5b. The repair of machinery and equipment necessary for the operation of shops shall be given prompt attention. Teachers shall be informed within two weeks of the request of the scheduled date of repair or servicing and shall be immediately informed of any postponement.

5c. The Board will move to comply with the regulations of the Department of Health in supplying efficient exhaust systems for the purpose of eliminating noxious fumes and dust.

6. Curriculum guides in approved instructional programs will continue to be issued to teachers. Curriculum guides in new or changing instructional programs will be developed and made available to teachers as rapidly as possible.

7. Subject to the provisions of Article T-XII, the number of work stations in a shop shall be the basic criterion to be used in determining the number of pupils assigned to a class. Whenever it becomes necessary to assign more pupils than can be accommodated at available work stations in a



## *Article T-XXVIII*

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given shop, the factors limiting the number of pupils shall be the safety of the pupils and the ability of the teacher in such a situation to carry out the course of study.

8. The Associate Superintendent for School Facilities is to be consulted to insure proper size of shops in new schools and to determine the practicability of and a schedule for enlarging and modernizing shops in existing schools.

9a. Industrial arts teachers shall be permitted to order supplies on a semi-annual basis.

9b. A substitute for material ordered by a teacher shall not be accepted if the substitute does not meet the classroom needs for which the material was intended. If a teacher who has ordered material finds that it does not meet the specifications, it shall be returned for credit.

10. Where administratively possible, industrial arts teachers shall be rostered for five preparation periods per week. This time may be used for preparation of materials and programs and for minor repairs to and the maintenance of shop equipment.

11. The practical experience of teachers in school shops and related instructional areas is to be utilized through board based committees in the planning, layout and equipping of new shops or the proposed modernization of existing shops.

12. Discussion on and proposals for the creation of summer school programs in Industrial Arts shall be in accordance with the provisions of Article T-XXII, Section 1 of this Agreement.

13. Shops or other specially equipped rooms shall not be used as home rooms unless all other classrooms in a school are being used for that purpose.

### **ARTICLE T-XXVIII DENTISTS**

1a. A dentist shall be permitted to transfer to an existing vacant assignment on the basis of seniority when a qualified replacement is obtained for him.

1b. The following provisions of this Agreement are applicable to Dentists:

## ***Article T-XXVIII***

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**B-I**

**B-II**

**B-III**

**B-IV**

**B-V**

**B-VI**

**B-VII, Sections 2, 4, 5, 6**

**B-VIII**

**B-IX**

**B-XI**

**B-XII**

**B-XIII**

**B-XIV**

**T-I**

**T-III, Sections 5, 6, 7, 8, 9**

**T-IV, Sections 2, 4**

**T-V, Sections 7, 8, 14**

**T-VI, Sections 7, 10, 12**

**T-VII, Sections 18, 20, 25, 26**

**T-VIII**

**T-IX**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the 20th day of January, 1981.

The Board of Education of

The School District of Philadelphia

By Arthur W. Thomas  
Arthur W. Thomas, President

By Michael P. Marcuse  
Michael P. Marcuse  
Superintendent of Schools

Philadelphia Federation of Teachers

By John F. Mooney  
President

Attest Vernetta J. Tolliver  
Secretary

Quah W. C. Weldon  
Grievance Chairperson

Neal P. Kmai  
Negotiating Committee

mel Diban  
Negotiating Committee



# **SECTION N**

**Provisions Relating**

**TO**

**Non-Teaching Assistants**

**and House Parents**

**ONLY**

**(See Also Basic Provisions)**

**SEPTEMBER 1, 1980**

**TO**

**AUGUST 31, 1982**

SECTION IV

Provisions Relating

to

Non-Teaching Assistants

and House Parents

ONLY

(See Also Basic Provisions)

SEPTEMBER 1, 1940

TO

AUGUST 31, 1942

**ARTICLE N-I  
RECOGNITION**

The Board of Education of the School District of Philadelphia (hereinafter referred to as the "Board") recognizes the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Federation") as the sole and exclusive bargaining representative for all non-teaching assistants, hereinafter referred to as NTAs (excluding Security Officers) and all house parents, hereinafter referred to as HPs, all of whom are also hereinafter referred to as "employees."

**ARTICLE N-II  
DAY - YEAR**

1a. During the regular school year, which shall contain not more than 190 works days, the regular hour for beginning work of NTAs shall be 8:00 a.m. and the regular hour for ending work shall be 4:30 p.m.; however, the principal may release the NTAs from work at 4:00 p.m. in the event that there is no further NTA work which must be performed on that day. Other than during the regular school year, the hours for beginning and ending work for 12 month NTAs shall be, respectively, 9 a.m. and 4 p.m. During the period defined in the first sentence hereof, each NTA shall be afforded a luncheon period of  $\frac{3}{4}$  of an hour; during the period defined in the second sentence hereof, each NTA shall be afforded a luncheon period of one hour.

1b. In order to meet the needs of the school an NTA may be assigned regular hours for the beginning and ending of his work differing from those set forth in subsection (a) above, provided that such different hours shall be uniform for all days of the week, shall remain in effect for a substantial part of the school year and shall not result in increasing the total number of his daily hours a week.

1c. In the event that an NTA's luncheon period is interrupted for the purpose of performing his duties, his regular time for ending work shall be reduced by an amount of time equal to the duration of the interruption of his lunch period.

1d(i). In case of compelling need at his school, an NTA may be required to work on one or more of the days on which instruction is not being conducted in the school during the winter and spring vacations. In such event, notwithstanding

## *Article N-II*

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the provisions of Article N-VI, Section 7, the NTA will, in addition to his salary be paid for work on any such day a whole day's pay irrespective of the number of hours worked, not in excess of eight.

1d(ii). Notice that work will be required on any such day shall, wherever possible, be given at least 24 hours before that day. An NTA for whom work on such day would cause a hardship shall not be required to work on such day. In the event none of the NTAs in a school is available, because of this provision, for such assignment, volunteers therefor may be obtained from among NTAs in other schools.

1d(iii). Assignments to work on days during the winter and spring vacations shall be divided as equally as possible among the NTAs in the school.

1e. The regular hour for beginning work of the HPs shall be 6:30 a.m. and the regular hour for ending work shall be 8:45 p.m. The periods for meals and rest shall be as heretofore. The days of the week on which each HP shall work shall remain as heretofore, unless changed for good cause by the principal.

1f. Free time, in addition to the two days off per week, shall be rotated on an equitable basis among all House Parents.

The House Parents and the Federation shall be notified promptly of the schedule of such free time.

2. NTAs shall be assigned to no more than 3 consecutive lunchroom periods.

3a. When an employe is required to work overtime or on call-in time, notification of such duty shall be given, if possible, at least by 3 o'clock on the day preceding the overtime or call-in work period.

3b. Overtime work, other than for required attendance at Court, shall not be required of any employe for whom assignment to such work would be a hardship.

3c. Overtime work will be divided as nearly equally as possible among the NTAs in a given school.

4. In the event an employe seeks a part of his vacation during the school year, his request shall be approved provided the needs of the school do not require otherwise.



5. An employe may take one week of unpaid time per year in addition to his or her vacation. Requests for such time shall be submitted in the same manner as requests for vacation.

**ARTICLE N-III  
DUTIES - ASSIGNMENTS - DISCIPLINE**

1. An employe's work shall be performed under the general supervision of the school's principal or vice principal.

2a. The duties of NTAs shall be such duties as were heretofore performed by them and such additional non-teaching duties heretofore or presently performed by teachers, which may hereafter be assigned to NTAs by the principal of the school in which they work.

2b. An NTA position shall not be traded off if such trade-off will result in the lay-off of an NTA.

3. In each institutional school there shall be available for inspection a statement defining the respective responsibilities of the custodial institution and the school.

4a. The Board and the Federation agree that the adjustment of behavioral problems is the responsibility of employes as well as administrators. Employes shall have immediate recourse to administrators who shall give the employe effective and consistent support and shall promptly take appropriate action in each case.

4b. If a child exhibits anti-social behavior, such essential information shall be recorded in the pupil pocket and maintained for a period of eighteen months if the pupil has not exhibited similar and/or related behavior.

5. There shall be no fewer than 24 security officers. Such employment shall be on a voluntary basis.

6. The Superintendent and the Federation will each appoint three representatives to a Joint Committee to study problems respecting terms and conditions of employment of HPs that either the Federation or the Superintendent may deem appropriate for study. The Joint Committee shall promptly render a report to the parties to the Agreement stating the Committee's findings as to prevailing conditions and procedures and setting forth the Committee's recommendations as to what those conditions and procedures should be.

## *Article N-III*

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7. The principal shall consult with the building committee concerning the date of any evening meeting at which the attendance of employees is required.

8. A joint committee of the Federation and the Board shall be established for the purpose of planning the orientation course which will be offered to all of the employees. The committee shall present its completed reports as promptly as possible.

9. Substitute service shall be provided when: (1) a Federation representative is absent during working hours because he has been selected to attend a meeting scheduled by the Administration and (2) when an employee is scheduled to attend a meeting sponsored by the Administration that would require an absence of a half day or more, except for attendance at the orientation program provided for in Section 8 of this Article N-III, which will be held after the lunch periods.

10. Article B-V, Section 3a of the basic language does not prevent use against any employee of any statement made by the employee spontaneously in a situation other than a conference with the principal or administration.

11. Employees shall not be subjected to discipline or discharge except for just cause and in such cases the employee affected shall have the option of electing to proceed under the provisions of the Pennsylvania Public School Code or, in the alternative, under the grievance and arbitration provisions of this Agreement.

12. An adequate clothing locker shall be made available for each employee. Where the space is available and when his duties require it, an employee shall be provided with a work location so equipped as to enable him with reasonable comfort and efficiency to carry out such duties.

13a. Assignments and reassignments shall be made in accordance with the needs of the school system as determined by the Superintendent.

If, under the grievance procedure, it is determined that an employee so reassigned has thereby suffered an undue hardship, he shall be assigned to avoid such hardship. Except for emergency situations, it is the Administration's policy to retain an NTA in his school. Temporary assignments may be

made in the event of an emergency affecting the safety and welfare of the children in the school to which such assignment is made. The temporary assignment shall terminate with termination of the emergency.

13b. NTAs may file with the Division of Personnel written requests for transfer from one school to another. Such request shall contain the names of those schools to one of which the NTA would be willing to transfer. When a vacancy occurs in the position of NTA, such request for transfer will, subject to the provisions of sub-section (a) of this Section 13, be honored on a basis of systemwide seniority.

#### **ARTICLE N-IV EXAMINATIONS AND APPOINTMENTS**

1. Eligibility lists for NTAs shall be merged. The Director retains the right to designate whether certain positions shall be filled by men or by women.

2. In preparing lists from which appointments are to be made, wherever there are identical scores, position on the list shall be determined by school-system seniority.

3a. Because within each grade the duties and qualifications of 12 month and 10 month NTAs are the same, appointment to the position of 12 month NTA shall be made on the basis of systemwide seniority from among those 10 month NTAs applying for such position, one of whose two preceding ratings shall have been satisfactory and shall have been given to him more than 6 months and less than one year prior to the date of appointment.

3b. Not less than 7 school days before the appointment is to be made notice thereof shall be posted in every school. A 10 month NTA desiring to apply for such a position shall do so on a form to be furnished by the principal.

4a. The principal and building committee shall jointly formulate the criteria to be used in the selection of an NTA for a position within a school, including the position of "Lead NTA", provided, however, that participation in other uncompensated duties or activities within the School District shall not be one of such criteria. In the event of inability to agree on the criteria, the determination of the principal shall be final, provided it is neither arbitrary nor capricious. All

## *Article N-VI*

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NTAs in the school who meet the criteria for such positions shall be eligible for assignment thereto.

4b. Where two NTA's objectively approximately equally meet the established criteria for a position within a school, seniority shall govern the appointment to that position.

4c. Assignment to tasks within the school shall be the duty of the Lead NTA, subject to the approval of the principal.

5. Any security guard shall not be on panel for Orals for appointments.

### **ARTICLE N-V EVENING SCHOOL AND EXTRA-CURRICULAR ACTIVITIES**

1. Where an NTA position is to be filled in an evening school, the position shall first be offered to NTAs regularly assigned to the day program in that school in order of school seniority. If the position cannot be filled as provided above, it shall be filled from among other NTA applicants on the basis of school system seniority.

2. A substitute in the evening school whose performance is satisfactory shall be permitted to continue filling the post of the employe for whom he is substituting during that employe's continuing absence.

3. All materials and equipment located in the day school and necessary for the work of an NTA in the evening school shall be made available to him.

4. The Board shall afford reasonable protection for the safety and welfare of the students and employes engaging in extra-curricular activities that take place out of school buildings.

### **ARTICLE N-VI SALARIES**

1a. As of the dates shown below, the salary of each employe shall be increased and each employe shall be paid in accordance with the following schedule:

**NTA — 10 MONTH**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 7,355	\$ 8,091
2	7,816	8,598
3	9,595	10,555
4	10,135	11,149
5	10,603	11,663
6	11,932	13,125
7	12,690	13,959
8	14,988	16,487

**NTA — 12 MONTH**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 8,830	\$ 9,713
2	9,408	10,349
3	11,583	12,741
4	12,255	13,481
5	12,849	14,134
6	14,482	15,930
7	15,436	16,980
8	18,222	20,044

**HOUSE PARENT**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 8,833	\$ 9,716
2	9,159	10,075
3	10,999	12,099
4	11,615	12,777
5	12,169	13,386
6	15,322	16,854

1a(i). Each Lead NTA shall receive the following salary only while serving as a Lead NTA:

**LEAD NTA — 10 MONTH**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 7,972	\$ 8,769
2	8,437	9,281
3	10,322	11,354
4	10,866	11,953
5	11,334	12,467
6	12,719	13,991
7	13,495	14,845
8	15,784	17,362

## **Article N-VI**

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### **LEAD NTA — 12 MONTH**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 9,447	\$10,392
2	10,030	11,033
3	12,310	13,541
4	12,986	14,285
5	13,580	14,938
6	15,269	16,796
7	16,241	17,865
8	19,021	20,923

2a. As of the dates shown below, the salary of each long term substitute employe shall be increased and each long term substitute shall be paid in accordance with the following schedule:

### **LONG TERM SUBSTITUTE NTA — 10 MONTH**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 7,355	\$ 8,091
2	7,816	8,598
3	12,436	13,680

A long term substitute shall advance to the next succeeding step of the appropriate schedule at each increment date. A long term substitute returning to service as a long term substitute shall be placed upon the same salary step at which he was when his long term service was terminated.

3. In implementing the foregoing schedules, each employe shall be placed on the same step of the new schedule as that on which he was on the schedule in effect immediately prior to September 1, 1981 and shall, in addition, on attaining an increment date on or subsequent to September 1, 1981 be placed on the next succeeding step.

#### **4. NTA Red-Circled Rates**

An employe whose salary is red-circled, i.e., who receives a salary which is higher than the scheduled maximum for his classification as of August 31, 1980 shall have his annual salary increased by ten percent (10%) as of September 1, 1981. Such employes shall remain at such increased salary until August 31, 1982, except that where such increased salary is below the maximum of the salary schedule for his classification, such employe shall receive an increase which will place him at the maximum of the appropriate schedule for his classification.

5. A former Philadelphia Public School NTA who is re-appointed shall be placed on the appropriate salary schedule at the same step on which he was when his employment ended, except that if such step was higher than the third, he shall be placed at the third step.

6. Overtime

6a. An employee's regular work day and work year are defined in Article N-II, Section 1a of this Agreement.

6b. The following rules shall govern the calculation of compensation for overtime required by or performed at the request of an authorized person:

6b(i). Overtime at the rate of time and one-half shall be paid for all time worked in excess of forty (40) hours in any week.

6b(ii). Each holiday as designated in the official School District Calendar on which schools are closed shall be considered as eight (8) hours of straight time worked for the above purposes.

6b(iii). Each day of authorized absence because of sickness shall be considered as eight (8) hours of straight time worked for the above purposes. A joint committee of the Board and the Federation shall promptly examine the experience with this sub-section (iii) to determine whether excessive sick leaves have been taken by employees who have worked overtime. If the determination of the joint committee is that excessive sick leave days have been taken by employees who have worked overtime, then the parties shall consult as to the remedial rule that shall be adopted. The "remedial rule" shall be that no day of absence because of illness shall be deemed a day worked for the purposes of this Section unless it is one of three (3) or more consecutive days of absence because of illness.

6b(iv). The hourly rate for overtime pay shall be calculated by dividing the bi-weekly pay by  $77\frac{1}{2}$  and paying for all hours worked in excess of  $7\frac{3}{4}$  hours in any day at the rate of time and one-half. A holiday and sick leave day shall be considered  $7\frac{3}{4}$  hours of straight time worked.

6c. NTA's shall be paid time and one-half for all hours worked during the evening.

## ***Article N-VII***

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### **7. Call-in Pay**

In the event an employe shall be required to perform work for the School District during any Saturday, Sunday or holiday on which schools are closed, he shall be paid for all hours worked during such days at his regular hourly overtime rate in accordance with Section 6 of this Article, depending upon the number of hours he worked during the payroll week in which such day falls, but not less than for four (4) hours at his regular rate.

### **8. Summer Employment**

8a. Ten month employes who accept employment in the lower or middle schools shall be paid for not less than 120 hours.

8b. Ten month employes who accept summer employment in the upper schools shall be paid for not less than 148 hours.

8c. Ten month NTAs who are employed in the summer shall be paid at their regular hourly rate of pay.

9. An employe who has been promoted and who is receiving less salary than would have been paid for his/her previous position shall receive additional compensation sufficient to equal his/her pay grade and step at which he/she would have been. Upon attainment of the maximum step, he/she shall have deducted the extra compensation previously paid. He/she shall suffer no loss of pay for the years since promotion.

## **ARTICLE N-VII SUMMER EMPLOYMENT**

1. Summer school and summer playground assignments shall be made in accordance with the following provisions:

1a. Notice naming the schools and playgrounds in which NTA positions will be available for the summer and the number of positions in each school and playground shall be sent out by May 15.

1b. Applications from NTAs to fill such positions shall be submitted not later than June 1.

1c(i). Twelve-month NTAs shall remain in their home school to the number necessary to fulfill its requirements when



a summer school session or summer playground is conducted therein, or if it is otherwise in use during the summer.

1c(ii). Twelve-month NTAs in whose home school there is no summer session, playground or other activity at any time during the summer, or who are not entitled to summer employment in that school under the provisions of sub-paragraph (d), will in accordance with the other provisions of this Article be assigned to such vacancies as exist.

1c(iii). There shall be at least the same number of NTAs employed each summer as there were in the summer of 1975.

1d. In assigning NTAs to summer employment in any school, the NTAs whose home school it is will be assigned, to the number necessary to fulfill its requirements, to summer employment in that school (in the case of 10-month NTAs, if they have applied for such employment therein) on the basis of the highest NTA school seniority of all NTAs for whom it is the home school.

1e. Those ten-month NTAs who apply for summer employment, but who have not designated their home school in their application, or whose home school is not conducting any activity at any time during the summer or who are not entitled on the basis of their seniority to summer employment in their home school, shall be assigned on the basis of their systemwide seniority as an NTA to the school designated in their application for summer employment.

1f. If certain playgrounds or summer schools, by reason of the foregoing method, do not have a sufficient number of applicants to fill the vacancies in such playgrounds or summer schools, then the Board shall make assignments to such playgrounds or summer schools from among all NTAs who are eligible for summer work, first, however, assigning to such positions those 12 month NTAs who are not entitled to be assigned to summer work in their home schools in accordance with the foregoing provisions. Subject to the foregoing sentence, the Board will on the basis of systemwide seniority continue to honor preferences of the applicants with respect to whether they desire to work in elementary, middle or upper schools.

1g. Ten-month employees who choose not to accept summer employment shall not incur any disciplinary action or any

## *Article N-VIII*

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disadvantages with regard to job benefits or the protections afforded by this Agreement because of such refusal.

1h. The Superintendent shall designate whether certain positions will be filled by men or by women.

2. Ten-month employees working in the summer shall be permitted, during any summer, to use sick leave accumulated and not used during past regular school sessions.

3. Ten-month employees working in the summer shall be permitted, during any summer, the same paid funeral leave as during the regular school year.

4. Ten-month employees working in the summer shall be permitted, during any summer, to use personal leave days for the same reasons provided in Article B-IX, Section 9 of the basic language. No more than 3 personal leave days may be used without loss of salary by any employee during any calendar year.

5. Twelve month NTAs in middle schools and junior high schools shall be required to work the same month that the school is opened for Administrative purposes during the summer.

### **ARTICLE N-VIII SENIORITY**

1. Wherever, in this Agreement, reference is made to seniority as the basis for decision, it shall mean that the person with the highest seniority of the type of seniority specified shall receive preference. If the type of seniority is not indicated, school seniority shall govern.

2. "School seniority" of employees in each job classification (viz., NTA and HP) shall be determined by the date on which an employee first began to work in that classification in the school to which he is assigned at any given time. Service of an employee on a temporary assignment shall be deemed to have been rendered in the school to which he had been assigned immediately prior to such temporary assignment. If an employee is in a school to which he was involuntarily transferred, his school seniority shall be the sum of his school seniority in that school and of his school seniority in the school from which he was so transferred.

3. "Systemwide seniority" of employees in each of the above job classifications shall be the amount of continuous service from the date of appointment of an employee in such classification by the School District of Philadelphia.

4. No period of service prior to the termination of employment by discharge or resignation shall be included in the computation of an employee's seniority.

5a. Where school seniority is equal, systemwide seniority shall be the determining factor.

5b. Where systemwide seniority is equal, then the total number of years of continuous service for the School District of Philadelphia in any and all capacities shall be the determining factor.

(A "year of service," for the purposes of this Section 5, shall for 10-month employees mean a school year and for 12-month employees mean a calendar year.)

6. Where systemwide seniority is equal, and none of the employees involved has served the School District of Philadelphia in a capacity other than NTA or HP:

6a. Then the date of the eligibility list from which the employee was appointed shall be the determining factor, and

6b. Where appointment was made from the same eligibility list, the comparative score on that eligibility list shall be the determining factor.

7. No period of service as a long term substitute shall be included in the calculation of an employee's school seniority or systemwide seniority.

8. Each school shall maintain a list showing the school seniority of each employee. This list shall be available to all employees. School system seniority shall be compiled as soon as possible.

9. The Office of Personnel shall make available to any employee all relevant information respecting his systemwide seniority as it may affect or contribute to the resolution of any specific problem.

## **Article N-X**

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10. An employee who is laid off up to one year shall have all time in lay-off status counted as service time for all purposes except for retirement.

11. A lay-off of up to one year shall not be considered a break in service.

### **ARTICLE N-IX LONG TERM SUBSTITUTES**

1. A long term substitute shall not be displaced from a particular assignment except for cause as defined in Section 514 of the School Code, or because of the return of the employee for whom he is substituting, or because of the position being filled by the appointment of a regular employee. In either of the latter two cases, the long term substitute shall be given preference in assignment to other vacant long term posts.

2. When a long term substitute is to be replaced by an appointed employee, the long term substitute with the least service in the school will be released first, and so on in that order.

3. Long term substitutes shall be eligible for all insurance plans and for leave provisions granted to regularly appointed employees.

### **ARTICLE N-X WELFARE BENEFITS**

1. To fund a career development program for employees interested in educational or educational support fields, a sum of \$36,000 per school year shall be allocated each year through August 31 of the following year.

2. Up to 10% of such fund shall be allocated to an expansion of the General Educational Development Program. Such expansion shall be designated to provide for classes at places and times convenient for employees.

3. The remainder of such fund shall be allocated to a program designed to assist employees to undertake a program of college level work in a career development program.

4. Participation in the program shall be voluntary.

5. Employees participating in another program providing educational assistance at a level equal to or greater than that provided herein shall not be eligible to participate in the program provided in this Article.

6. Four hundred employees shall be accepted as participants in the program. Each participant shall be eligible for assistance in the amount of \$15 per college credit for a maximum of 6 credits in any one year.

7. In the event that more than 400 employees apply for participation in the program, selection from among the applicants shall be on the basis of length of service as an appointed employee.

8. If there are unexpended funds available after all participants have been selected, the joint committee referred to in 9 below shall determine the method of applying such funds to advance the purposes of the program.

9. A joint committee consisting of designees of the Federation and the Administration shall be established to develop the procedures and policies necessary for the implementation of the program. Among the tasks of the Committee shall be:

9a. to develop the procedures for application and selection of participants;

9b. to study the advisability of establishing minimum standards for purposes of qualifying for continued participation in the program;

9c. to conduct such surveys as the Committee deems useful for the purpose of improving the program and determining its effectiveness.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the 20th day of January, 1981.

The Board of Education of  
The School District of Philadelphia

By Arthur W. Thomas  
Arthur W. Thomas, President

By Michael P. Marcuse  
Michael P. Marcuse  
Superintendent of Schools

Philadelphia Federation of Teachers

By John P. Marino  
President

Attest Vernetta J. Tolliver  
Secretary

Quah C. Weldon  
Grievance Chairperson

Neal P. Koni  
Negotiating Committee

Mel Duban  
Negotiating Committee

Thomas W. Choy  
For the Employees

# **SECTION S**

**Provisions Relating**

**TO**

**Secretaries and Other**

**Office Employees**

**ONLY**

**(See Also Basic Provisions)**

**SEPTEMBER 1, 1980**

**TO**

**AUGUST 31, 1982**

1821

1822

1823

1824

1825

1826

1827



**ARTICLE S-I  
RECOGNITION**

The Board of Education (hereinafter referred to as the "Board") recognizes the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Federation") as the sole and exclusive bargaining representative for those secretaries and other office employees in the classifications set forth in Appendix A attached hereto and made part hereof (all of whom are hereinafter referred to as employee or employees), pursuant to the Resolution of the Board dated January 8, 1968.

**ARTICLE S-II  
DAY - YEAR**

1a. The regular work day for 10 month employees shall be 6  $\frac{1}{4}$  hours, exclusive of lunch; for 12 month employees other than in the offices of the District Superintendents, the regular work day shall be 6  $\frac{3}{4}$  hours, exclusive of lunch; for 12 month employees in the offices of the District Superintendents the regular work day shall be 7 hours exclusive of lunch.

1b. In offices which are non air conditioned or do not have properly functioning air conditioning the hours for beginning work and ending work, effective July 1 until September 1 shall be the number of consecutive hours between 9:00 a.m. and 3:00 p.m., broken by the usual lunch period.

1c. Secretaries shall be given a 15 minute break in the morning and afternoon.

2. The number of days free from work as holidays and their relationship to the days officially designated as holidays shall be determined for schools, the Administration Building, and other administrative offices, respectively, as they have been determined by past practice prior to September 1, 1968, for each of these three locations.

Since the Board contemplates transferring various administrative functions presently performed in the Administration Building to offices of the District Superintendents and other administrative offices in the districts, it is agreed that if the Board at any time asserts that the nature and the amount of functions so transferred and added to the continued per-

## **Article S-III**

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formance at all District Offices and such other administrative offices during periods of holidays of any of the employes the Federation and the Board will in good faith attempt to determine whether such need actually exists and if it does, to agree upon what revisions, if any, shall be made with respect to the holidays of employes in such offices.

3a. Employes working on a twelve month schedule shall continue to be entitled to the following vacation with pay at the annual rate of pay such employes are receiving at the time such vacation is actually taken:

<b>Length of Uninterrupted Service to July 1st</b>	<b>Vacation time</b>
If appointed between January 1 and April 30	One week
Six months to four years	Two weeks
Four years to eight years	Three weeks
Eight years to fifteen years	Four weeks
Over fifteen years	Four weeks and Two days

3b. An employe may take one week of unpaid time per year in addition to his or her vacation. Requests for such time shall be submitted in the same manner as requests for vacation.

### **ARTICLE S-III DUTIES - ASSIGNMENTS - TRANSFER**

1a. A Joint Committee of representatives of the Administration and of the Federation (hereinafter called the "Classification Committee") shall be established for the purpose of determining (a) what shall be the criteria for allocation of employes of various classifications to each type of work location, and (b) the job content and job classification of the employes and the position in the salary schedule of each job classification. The Classification Committee shall establish such joint sub-committees as it may deem needful to study, and make reports to the Classification Committee concerning, the various phases of the foregoing subjects to be studied by the Classification Committee. The Classification Committee shall render its report to the Administration and the Federation.

1b. In the event that any employe is receiving a salary higher than that which the employe should receive pursuant to the recommendations in the Classification Committee's report, the salary of such employe shall not be reduced.

1c. In those schools where only one secretary is employed and where the pupil enrollment exceeds 600, the salary of such secretary shall be increased by the same percentages as other salaries and the salary schedule shall be contained in the pay plan published by the School District.

2. In each institutional school there shall be available for inspection a statement defining the respective responsibilities of the custodial institution and the school.

3. All duties and emergency assignments within a school are to be shared among all employees on an equitable basis.

4a. The monthly report due date shall not be sooner than the seventh school day of the following month.

4b. No requisitions shall be due from school secretaries on the first day of the month; no supply and book requisitions shall be due from school secretaries during September or the portion of June encompassed in the regular school year.

4c. The Superintendent shall furnish to each school secretary at the beginning of each school year, a schedule of the dates (hereinafter called "due dates"), upon which requisitions and tests are periodically to be administered or completed. Changes in such schedule and additions thereto may be made upon 10 school days' notice prior to the due date. New forms, requisitions and tests, not listed in said schedule, may be required upon 10 school days' notice prior to the due date thereof, unless the government agency or private foundation requiring such forms, requisitions or tests has not requested them in sufficient time to make it possible to give the school secretaries such 10 school days' notice.

5a. A female employee shall not be required to remain in any office when no other employee is in that office or is not so located as to hear or see what is going on in the employee's office.

5b. Secretaries shall not be required to perform heavy lifting in the receiving and distribution of books and supplies.

5c. Secretaries shall not be required to act as nurses.

6a. Transfers shall be made in accordance with Administrative Bulletin 19.

## *Article S-IV*

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6b. Under unusual circumstances an employe will be transferred at his request if he, the Board and the Federation agree, notwithstanding any seemingly contrary provisions contained in this Agreement.

6c. Transfers between school and administrative positions shall be available for Clerk Typists and Secretaries, except that a Grade III secretary who wishes to transfer from an administrative office to a Grade III secretary position in a school must have had two years secretarial experience in a school position.

6d. A listing of vacancies in secretarial positions will be published at reasonable intervals during the school year for posting in all schools and offices.

6e. If an employe has been administratively transferred during a school year, such employe shall be permitted to apply for a transfer for the beginning of the next school year.

6f. A secretary with more than five (5) years of seniority who volunteers to transfer shall be merged with the forced transfers when transfers are made.

### **ARTICLE S-IV MEETINGS - CONSULTATION - ORIENTATION**

1. Scheduled meetings on school time for employes shall be held only if a reasonable alternative cannot be found. In case it is necessary to hold a meeting on school time with employes, substitute service shall be provided as follows:

- 1) Length of meeting 2 to 3 hours— $\frac{1}{2}$  day of substitute service.
- 2) Length of meeting more than 3 hours—1 day of substitute service.

2. The principal shall consult with the building committee concerning the date of any evening meeting at which the attendance of employes is required.

3a. A training program established by the Board shall be available to the employes.

3b. New school secretaries and clerk typists shall be paid for required orientation courses when these courses are given

outside of the school business hours.

4a. The responsibility for interpretation of new or changed bulletins or directives will be that of the initiating office. If such interpretation is not obtained, the Office of Personnel will make its services available to obtain the necessary information.

An administrative office that issues a directive or memorandum shall ensure that all employees to whom it is pertinent shall receive a copy.

4b. Correspondence originating from the Administration Building shall carry a file number.

5. The practical experience of employees in particular areas is to be utilized through their membership on broad-based committees in the planning, layout and equipping of all school facilities and in the determination of supplies to be included on lists distributed to the schools, of supplies that may be requisitioned.

## **ARTICLE S-V**

### **EXAMINATIONS - APPOINTMENTS - DISCIPLINE**

1a. Examinations shall be given in well lighted, quiet rooms under conditions similar for all applicants with equipment (typewriters) in good working order.

1b. Shorthand and typing tests shall, in promotional examinations, not be required of employees who have passed such tests within three years prior to the examination date.

Employees who have taken and passed the typing and shorthand examinations shall be issued a certificate of grade indicating the date of the test, type of examination passed, scores attained, and expiration date of certificate validity. A copy of this certificate will be placed in the employee's personnel file.

Employees who desire to improve their score can retake the examination with all other test applicants; whichever score is higher will be used in the final composite grade.

2. Where two employees objectively approximately equally meet the established criteria for a position or task within a school, seniority shall govern the appointment to that position.

3. Tenured and/or non-tenured employees shall not be

## **Article S-VI**

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subjected to discipline or discharge except for just cause and in such cases the employee affected shall have the option of electing to proceed under the provisions of the Pennsylvania Public School Code or, in the alternative, under the grievance and arbitration provisions of this Agreement.

4. To be eligible to take a Secretary III examination for a school office position, a secretary must have had experience for two years in a school office.

### **ARTICLE S-VI SUPPLIES - FACILITIES - EQUIPMENT**

1a. Regular requirement of materials, books, and supplies shall, subject to the approval of the principal, be requisitioned by an employee after consultation among all employees in a school for the purpose of more effectively using the monies allocated thereto.

1b. In order to facilitate the operation of the schools with respect to necessary supplies, the following procedures shall apply:

1b(i). Annual quantities of certain critical supply items, named School Opening Supplies, and bulk paper items shall be delivered to all schools prior to the school year opening. Requisitions for these supplies are to be completed in May.

The remainder of the supplies shall be delivered to the schools during the year on a monthly basis in group commodities appropriately labeled.

1b(ii). To accomodate unanticipated demands certain items shall be maintained in warehouse stock for emergencies and can be obtained by the submission of a pre-printed requisition form.

1b(iii). A Federation committee shall meet with representatives from the Division of Service Operations to discuss improvement in requisitioning listed and unlisted books, supplies and instructional aids.

1b(iv). During the school year 1970-71, a pilot project involving direct purchase capability at the school level was in operation. The procedures which were successful, shall be extended to the other districts in the school system.

1c. Employees are invited to recommend additions to the Materials and Supplies Listing and Book Listings.

1d. A Joint Committee of the Board and the Federation will recommend a procedure by which "class 500" furniture and equipment will be allotted.

1e. A designated employee in each school shall have authority to call for repairs directly to the service company when systemwide service contracts have been let therefor.

1f. The principal shall make available to all employees the instructions and procedures regarding emergency ordering.

2. Every employee shall be supplied with adequate and usable furniture and equipment appropriate to the tasks to be performed by the employee.

3. An employee shall be afforded lighting adequate for the purposes of his work.

4. A clothing locker and a separate desk or equivalent facilities are to be provided to each employee.

5. Where possible, 15 days' notice will be given for repairs to be made during the work day. Where alterations are planned, employees are to be notified when the contract is let and the contemplated date for start of the work and preliminary work will be performed without causing the contract to be performed out of the specified sequence to minimize adjustment problems.

## **ARTICLE S-VII SALARIES**

1. As of the dates shown below, the salary of each employee shall be increased and each employee shall be paid in accordance with the following schedule:

### **SECRETARY — 10 MONTH**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 6,124	\$ 6,736
2	6,628	7,291
3	8,275	9,103
4	8,866	9,753
5	9,403	10,343
6	10,708	11,779
7	11,514	12,665
8	13,894	15,283

*Article S-VII*

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**SECRETARY — 12 MONTH,  
ACCOUNTING CLERK, KEYPUNCH OPERATOR**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 7,801	\$ 8,581
2	8,456	9,302
3	10,571	11,628
4	11,340	12,474
5	12,037	13,241
6	13,716	15,088
7	14,767	16,244
8	17,671	19,438

**SECRETARY III — 10 MONTH**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 8,507	\$ 9,358
2	8,928	9,821
3	10,837	11,921
4	11,569	12,726
5	12,239	13,463
6	15,143	16,657

**SECRETARY III — 12 MONTH**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$10,916	\$12,008
2	11,517	12,669
3	13,920	15,312
4	14,863	16,349
5	15,727	17,300
6	19,310	21,241

**PAY GRADE 8 — MESSENGER, JR. CLERK**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 7,131	\$ 7,844
2	7,405	8,146
3	8,902	9,792
4	9,415	10,357
5	9,876	10,864
6	12,880	14,168



**PAY GRADE 10 — JR. TELEPHONE OPERATOR**

Step	9/1/80	9/1/81
1	\$ 7,435	\$ 8,179
2	7,870	8,657
3	9,484	10,432
4	10,053	11,058
5	10,568	11,625
6	13,647	15,012

**PAY GRADE 11 — MAIL CLERK**

Step	9/1/80	9/1/81
1	\$ 7,804	\$ 8,584
2	8,118	8,930
3	9,775	10,753
4	10,353	11,388
5	10,873	11,960
6	13,966	15,363

**PAY GRADE 12 — SENIOR TELEPHONE OPERATOR**

Step	9/1/80	9/1/81
1	\$ 8,047	\$ 8,852
2	8,364	9,200
3	10,061	11,067
4	10,647	11,712
5	11,174	12,291
6	14,281	15,709

**PAY GRADE 13 — CLERK, ACCOUNTING CLERK,  
RECEPTIONIST CLERK**

Step	9/1/80	9/1/81
1	\$ 8,336	\$ 9,170
2	8,695	9,565
3	10,498	11,548
4	11,144	12,258
5	11,733	12,906
6	14,918	16,410

## Article S-VII

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### **PAY GRADE 15 — INTERMEDIATE CLERK**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 8,950	\$ 9,845
2	9,314	10,245
3	11,222	12,344
4	11,889	13,078
5	12,491	13,740
6	15,712	17,283

### **PAY GRADE 17 — SUPERVISING MAIL CLERK, PERSONNEL CLERK, DATA CONTROL CLERK, PAYROLL CLERK, PURCHASE CLERK**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 9,522	\$10,474
2	9,975	10,973
3	12,087	13,296
4	12,878	14,166
5	13,602	14,962
6	16,980	18,678

### **PAY GRADE 18 — SENIOR PAYROLL CLERK, MACHINE ACCOUNTING CLERK, SENIOR CLERK, EXPEDITOR I**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 9,687	\$10,656
2	10,213	11,234
3	12,454	13,699
4	13,346	14,681
5	14,173	15,590
6	17,670	19,437

### **PAY GRADE 19 — MACHINE ACCOUNTING SPECIALIST, BOOKKEEPER, SENIOR PURCHASE CLERK**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 9,933	\$10,926
2	10,463	11,509
3	12,745	14,020
4	13,645	15,010
5	14,477	15,925
6	17,989	19,788

**PAY GRADE 20 — PRINCIPAL CLERK, CASHIER,  
SENIOR PERSONNEL CLERK, COMPUTER OPERATOR I,  
STATISTICAL CLERK**

Step	9/1/80	9/1/81
1	\$10,505	\$11,556
2	11,040	12,144
3	13,420	14,762
4	14,338	15,772
5	15,185	16,704
6	18,729	20,602

**PAY GRADE 22 — PRINCIPAL PAYROLL CLERK**

Step	9/1/80	9/1/81
1	\$11,456	\$12,602
2	12,047	13,252
3	14,654	16,119
4	15,665	17,232
5	16,599	18,259
6	20,271	22,298

**PAY GRADE 23 — COMPUTER OPERATOR II**

Step	9/1/80	9/1/81
1	\$11,945	\$13,140
2	12,574	13,831
3	15,309	16,840
4	16,381	18,019
5	17,369	19,106
6	21,119	23,231

2. Long term substitutes shall be paid at the first step of the appropriate classification, except that effective February 1, 1977, a long term substitute secretary who has completed one year of service shall be paid at the second step of the 10 or 12-month schedule.

3. In implementing the foregoing schedules, each employee shall be placed on the same step of the new schedule as that on which he was on the schedule in effect immediately prior to September 1, 1981 and shall, in addition, on attaining an increment date on or subsequent to September 1, 1981 be placed on the next succeeding step.

4. Employees whose salaries are red-circled, i.e., who receive a salary which is higher than the scheduled maximum for

## **Article S-VII**

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their classification as of June 30, 1979, shall have his annual salary increased ten percent (10%) as of September 1, 1981. Such employee shall remain at such increased salary until August 31, 1982 except that where such increased salary is below the maximum of the salary schedule for his classification, such employee shall receive an increase which will place him at the maximum of the appropriate schedule for his classification.

5. Summer school rates of pay for employees in the appropriate classification shall be as follows:

### **SECRETARY**

**Summer  
1981  
\$9.61**

**Summer  
1982  
\$10.57**

### **SENIOR SECRETARY**

**Summer  
1981  
\$10.74**

**Summer  
1982  
\$11.81**

6. As of the dates shown below, the salary per hour of every evening and extension school employee shall be increased and each employee shall be paid in accordance with the following schedule:

### **SECRETARY**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 8.06	\$ 8.87
2	8.72	9.59
3	9.65	10.62
4	10.55	11.61
5	11.68	12.85

### **SENIOR SECRETARY**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 9.95	\$10.95
2	10.44	11.49
3	11.18	12.30
4	11.85	13.04
5	12.80	14.08

**ADMINISTRATIVE SECRETARY  
STANDARD EVENING HIGH SCHOOL**

**9/1/80  
\$13.64**

**9/1/81  
\$15.00**

7. The following shall govern the calculation of compensation for overtime approved by the Superintendent or such persons as he may designate:

7a. An employee's regular hourly rate for the purpose of calculating overtime shall be his bi-weekly pay divided (i) by 62½ for 10 month employees and (ii) by 67½ for 12 month employees other than those in the offices of the District Superintendents and (iii) by 70 for 12 month employees in the offices of the District Superintendents.

7b. For work during hours in excess of the regularly scheduled number of hours of work per day, an employee shall be paid at his straight time rate up to a total of 40 hours worked in a week and at the rate of time and one-half for all time worked in excess of 40 hours per week.

7c. Each holiday as designated in accordance with the provisions of Article S-II, Section 2 of this Agreement shall be considered as a number of hours of work equal to 1/10 of the divisor listed in Sub-section a of this Section 7 for each type of employee.

7d. Each day of authorized absence because of sickness shall be considered as the appropriate number of hours of work for each type of employee as indicated in Sub-section c of this Section 7. A Joint Committee of the Board and the Federation shall promptly examine the experience with this Sub-section d to determine whether excessive sick leaves have been taken by employees who have worked overtime. If the determination of the Joint Committee is that excessive sick leave days have been taken by employees who have worked overtime, then the parties shall consult as to the remedial rule that shall be adopted.

7e. During other than their regular hours of work, employees shall not be required to perform any work in other than premises owned or operated by the Board.

8. A former Philadelphia Public School employee who returns to service within a period of four (4) years shall be

## *Article S-VIII*

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placed on the appropriate salary schedule at the same level with an employee in service with equal experience.

9. Any in-service course satisfactorily completed by a long term substitute shall be credited to his record on the same basis as if he were a regular employee.

10. A school secretary who enters the service of the School District of Philadelphia and has approved experience as a school secretary outside of the School District of Philadelphia shall for each year of such experience receive a year of credit on the applicable salary schedule, such credit not to exceed two (2) years.

11. A former employee in the School District of Philadelphia who returns to service after a period of more than four (4) years shall be given salary credit for his prior service on a year for year basis up to a maximum of three (3) years.

12. An employee who has been promoted and who is receiving less salary than would have been paid for his/her previous position shall receive additional compensation sufficient to equal his/her pay grade and step at which he/she would have been. Upon attainment of the maximum step, he/she shall have deducted the extra compensation previously paid. He/she shall suffer no loss of pay for the years since promotion.

### **ARTICLE S-VIII SENIORITY**

1. Wherever, in this agreement, reference is made to seniority as the basis for decision, it shall mean that the person with the highest seniority of the type of seniority specified shall receive preference. If the type of seniority is not indicated seniority shall be determined as follows:

1a. School seniority shall be the continuous length of service as an appointed employee in the present school except that length of service as an appointed employee in a previous school shall be included under the following circumstances:

1a(i). If he is involuntarily transferred to his present school by the Board.

1a(ii). If he has transferred by his application into a

school and then was involuntarily transferred from that school, he shall carry the sum of length of service in both previous schools to the new school.

1b. Where school seniority is equal, systemwide seniority (the length of service in the School District of Philadelphia) shall be the determining factor. Continuity of appointed service shall not be broken by any period of approved leave without salary but such period shall not be included in the calculation of length of service.

1c. Where length of service in the system is equal, the date of the eligibility list from which the employee was appointed shall be the determining factor.

1d. Where appointment was made from the same eligibility list, the comparative score on that eligibility list shall be the determining factor.

1e. For purposes of seniority the positions of counselor aide, clerk typist, and successor positions shall be considered the same classification and service in either position shall be added together.

2a. No period of service as a long term substitute or provisional employee shall be included in the calculation of a professional employee's school seniority or systemwide seniority.

2b. No period of service as a long term substitute shall be included in the calculation of an employee's school seniority or systemwide seniority.

3. A seniority list of all employees in a school shall be in that school and kept current during the school year. The list shall be available to all employees. School system seniority shall be compiled as soon as possible.

4. The Office of Personnel shall make available to any employee his systemwide seniority as it may affect or contribute to the resolution of any specific problem.

5. A lay-off of up to one year shall not be considered a break in service.

6. Any employee who is laid off up to one year shall have all time in lay-off status counted as service time for all purposes except for retirement.

## *Article S-IX*

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### **ARTICLE S-IX SCHOOL EXTENSION PROGRAMS**

1. An evening school employee who takes a Sabbatical Leave from day school will be given leave from evening school and will be guaranteed return to the same position in the same school.

2. All present evening school employees and newly appointed evening school employees shall receive year for year salary credit for substitute service in evening school. A year of substitute service shall be considered as earned when the substitute has completed 75% of the number of hours worked by the average evening school employee. These hours are cumulative and need not have been earned in a single school year.

3. Except during Christmas and Easter holiday periods, evening school employees will be paid for all holidays which fall on a day when they normally work and when the day school is closed, to a maximum of three (3) days in each school year.

4. Evening school employees will be given, for each period beginning September 1 and ending August 31, up to a maximum of two (2) days sick leave with full pay. Twenty (20) sessions of work will entitle such employee to one (1) day of accrued sick leave. Such sick leave shall be cumulative without limit; however, a maximum of only 10 days of accumulated sick leave may be used in any one year.

An evening school employee shall be paid 25% of his unused sick leave at the termination of all employment by the School District of Philadelphia. Such pay shall be at the rate applicable when the employee last served in evening school.

5. All materials and equipment located in the day school in which an evening school is held shall be available to the employee in such evening school.

6. Faculty meetings for in-service education purposes when held, shall be at times mutually agreeable to the faculty and the principal. Employees shall be paid for this time if they are invited to attend.

7. A substitute whose performance is satisfactory shall be permitted to continue filling the post of the employee for whom he is substituting during that employee's continuing absence.



8a. When it is expected that a regularly appointed evening school employe will be absent for one-half or more of the term, his replacement shall be selected in the following order:

8a(i). from the top of the preference list for positions of that type;

8a(ii). from the top of the list of transfer requests for positions of that type;

8a(iii). from the top of the eligibility list for positions of that type.

8b. A substitute employe who is assigned to a position in the evening school program which is likely to be available for 3 months or more or in which he actually serves 3 months or more shall be granted, during such period of service, the same holiday pay and sick leave benefits as an employe regularly appointed to the evening school program.

9. If the inclement weather circumstances which cause closing of school during the day persist into the evening, the evening classes will not be held and the evening school employes shall be paid for that evening.

If, because of inclement weather evening classes are not held, the evening school employes shall be paid for that evening.

10. An employe may take an unpaid leave of absence from evening school once in every 5 years without loss of position or accrued seniority or other benefits.

11. Evening School employes shall be paid bi-weekly.

12. Present transfer practices for employes in evening school and school extension programs shall continue as heretofore.

13a. For evening school purposes school seniority shall be measured by the length of service in the evening classes of the given school.

13b. When a position in evening school is being dropped, a systemwide evening school seniority applicable to the given evening school will be the criterion for retaining employes in the given evening school position.

14. Employes in the day schools of the Philadelphia School

## *Article S-X*

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District whose names appear on the appropriate eligibility list for evening schools shall be appointed to evening school vacancies before other persons are appointed to evening school vacancies to which such lists apply.

15. The dismissal or termination of the services of an evening school employe who has completed two years of satisfactory service as such shall in all respects be subject to the provisions of Sections 1122 and 1123 and 1126 through 1132 of the Pennsylvania School Code.

16. Registration night assignments within a school shall be equitably distributed among employes working in such evening school.

### **ARTICLE S-X LONG TERM SUBSTITUTES**

1a. A long term substitute shall not be displaced from a particular assignment except for cause as defined in Section 514 of the School Code, or because of the return of the employe for whom he is substituting, or because of the position being filled by the appointment of a regular employe. In either of the latter two cases, the long term substitute shall be given preference in assignment to other vacant long term posts.

1b. If there is not a long term post available, the displaced substitute shall be notified promptly of the fact and shall be given a per diem assignment but shall be paid on his long term basis for the days he works for the remainder of the school year, provided he accepts all per diem assignments, except in the case of his illness. When a long term substitute functions as a per diem substitute on this basis he shall continue to receive, for the balance of the year, all insurance, sick leave, personal leave and holiday pay that he would be entitled to if serving in a long term substitute capacity. If it is not possible to offer per diem service with long term substitute status, he is to be given ten days' notice of termination of his position or pay in lieu thereof.

2a. Long term substitutes shall be eligible for all insurance plans.

2b. Beginning on September 1, 1968, an employe serving in a position in which, under this Article, he is a long term substitute and is assigned as such, shall be granted, from the date

on which he is so assigned, all leave provisions, except sabbatical leave, granted to regularly appointed employees.

3. When a long term substitute is to be replaced by an appointed employe, the long term substitute with the least service in the school and in the classification for which the replacement is being made will be released first, and so on in that order.

### **ARTICLE S-XI SUMMER SCHOOLS**

1. The Summer School Planning Committee shall discuss the working conditions of employes in the summer programs.

2. Summer schools shall be staffed in the following manner:

2a(i). Satisfactory employes who have summer school seniority shall be appointed to summer school positions in the order of their seniority if they desire the position and if the position exists.

2a(ii). Summer school seniority shall be the number of summers of appointed service.

2b. When any list of employes in 2a(i) above is exhausted, vacancies shall be filled by examination for the position to which such list pertains. Such examinations shall be given no later than February of each year.

2c. Notification of appointment to summer school shall be made two weeks following the issuance of the third report for at least 90% of the number of employes estimated to be needed for the program.

2d. Employes will be provided a choice of schools and, where administratively possible, that choice will be honored in making assignments.

2e. Seniority in summer school shall govern when it becomes necessary to reduce positions. Where such summer school seniority is equal, then systemwide seniority shall apply. Also where applicable, Article S-VIII, Section 1(c) and 1(d) shall apply.

2f. A summary of the number of positions by school level and, where applicable, by classification, for which appointments

## *Article S-XI*

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are made under subsection c above shall be posted in each school promptly after notification of such appointments.

2g. The list of employees appointed to summer school by classification and home schools shall be published by posting in the summer schools at least two weeks after summer school has started.

3. Additional appointments to summer school shall be made as needed during the summer school sessions in accordance with subsection 2b of this Article. If a list is exhausted, then employees eligible for that classification and on another current summer school list (though not appointed from it) shall be given the opportunity to fill the position as a temporary appointee. If the name of such temporary appointee is reached on the eligibility list for a regular appointment, he shall continue in the temporary position for the duration of the summer session. However, his seniority for summer school purposes shall begin from the date his name was reached on such eligibility list.

4. Hours for summer school employees shall be as follows:

4a. Senior High Schools, 8:15 a.m. to 12:30 p.m.; two days from 8:15 a.m. to 3:00 p.m., with one unpaid hour for lunch; total of 148 hours.

4b. Junior High and Elementary Schools, 8:30 a.m. to 12:00 noon; three days 8:30 a.m. to 3:00 p.m., with one unpaid hour for lunch; total of 90 hours.

4c. The Fourth of July will be an unpaid holiday.

5. A summer school employee may take an unpaid leave of absence for up to two summers if he is on sabbatical leave from regular school. An employee taking such leave of absence shall retain his position and continue to accrue seniority and all other benefits as though he were working.

6. A summer school employee shall be permitted, during the summer session, to use sick leave accumulated during the regular school year.

7. A summer school employee shall be permitted the same funeral leave as during the regular school year.

8. A summer school employee shall be permitted to use

accumulated personal leave from regular school for the same reasons provided in Article B-IX, Section 9 of this Agreement.

**ARTICLE S-XII  
WELFARE BENEFITS**

1. To fund a career development program for employees interested in educational or educational support fields, a sum of \$83,000 per school year shall be allocated each year through August 31 of the following year.

2. Up to 10% of such fund shall be allocated to an expansion of the General Educational Development Program. Such expansion shall be designated to provide for classes at places and times convenient for employees.

3. The remainder of such fund shall be allocated to a program designed to assist employees to undertake a program of college level work in a career development program.

4. Participation in the program shall be voluntary.

5. Employees participating in another program providing educational assistance at a level equal to or greater than that provided herein shall not be eligible to participate in the program provided in this Article.

6. Nine hundred and twenty employees shall be accepted as participants in the program. Each participant shall be eligible for assistance in the amount of \$15 per college credit for a maximum of 6 credits in any one year.

7. In the event that more than 920 employees apply for participation in the program, selection from among the applicants shall be on the basis of length of service as an appointed employee.

8. If there are unexpended funds available after all participants have been selected, the joint committee referred to in 9 below shall determine the method of applying such funds to advance the purposes of the program.

9. A joint committee consisting of designees of the Federation and the Administration shall be established to develop the procedures and policies necessary for the implementation of the program. Among the tasks of the Committee shall be:

## *Article S-XII*

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9a. to develop the procedures for application and selection of participants;

9b. to study the advisability of establishing minimum standards for purposes of qualifying for continued participation in the program;

9c. to conduct such surveys as the Committee deems useful for the purpose of improving the program and determining its effectiveness.

### **APPENDIX "A"**

Bookkeeper	Computer Operator II
Cashier	Data Control Clerk
Clerk	Expeditor I
Clerk, Accounting	Keypunch Operator I
Clerk, Accounting, Junior	Keypunch Operator II
Clerk, Accounting, Senior	Machine Accounting Clerk
Clerk, Intermediate	Machine Accounting Specialist
Clerk, Junior	Mail Clerk
Clerk, Payroll	Mail Clerk, Supervising
Clerk, Payroll, Principal	Messenger
Clerk, Payroll, Senior	Receptionist Clerk
Clerk, Personnel	Secretary 10 Months
Clerk, Personnel, Senior	Secretary 12 Months
Clerk, Principal	Secretary III 10 Months
Clerk, Purchase	Secretary III 12 Months
Clerk, Purchase, Senior	Statistical Clerk
Clerk, Senior	Telephone Operator, Junior
Computer Operator I	Telephone Operator, Senior

Excluding all employes in the office of the Superintendent, the office of the Executive Deputy Superintendent, the Legal Department and the Labor Relations Office, and offices of the Members of the Board of Education.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the 20th day of January, 1981.

The Board of Education of

The School District of Philadelphia

By Arthur W. Thomas  
Arthur W. Thomas, President

By Michael P. Marcuse  
Michael P. Marcuse  
Superintendent of Schools

Philadelphia Federation of Teachers

By John L. Monaghan  
President

Attest Veronica J. Tolliver  
Secretary

Quah C. Weldon  
Grievance Committee

Neal P. Kmai  
Negotiating Committee

Mal D. Liban  
Negotiating Committee

Sylvia W. Sable  
For the Employees





# **SECTION P**

## **Provisions Relating TO Paraprofessionals ONLY (See Also Basic Provisions)**

**SEPTEMBER 1, 1980  
TO  
AUGUST 31, 1982**

SECTION 8

Provisions Relating  
to  
Professional  
Fees  
(The above title is provisional)

Approved by the  
Board of  
January 1933

## **ARTICLE P-I RECOGNITION**

The Board of Education (hereinafter referred to as the "Board") recognizes the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Federation") as the sole and exclusive bargaining representative for paraprofessional employees (all of whom are hereinafter referred to as employee or employees), pursuant to the Resolution of the Board dated August 7, 1970. A list of classifications is set forth in Appendix A, attached hereto, and made a part hereof.

## **ARTICLE P-II DAY - YEAR**

1. Hours for all paraprofessionals except school-community coordinators, attendance assistants, driver education aides, youth-work counselors, health assistants, and medical assistants, shall be 6¼ hours (8:30 a.m. to 3:45 p.m. with one hour for lunch, subject to modification in meeting unique needs as long as there is no increase in the total hours of work).

Hours for the school-community coordinators shall be 6¾ with compensatory time during the same week for required evening or after regular working hours duties.

Hours for the above-mentioned paraprofessionals are as follows:

Medical Assistants	6¾ hours per day
Driver Education Aides	7¼ hours per day
Attendance Aides	6¼ hours per day
Health Assistants	8 hours per day
Youth Work Counselors	7 hours per day

For 10 month employees, the school year shall contain 190 work days.

2a. Employees working on a twelve month schedule shall continue to be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken:

## **Article P-III**

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<b>Length of Uninterrupted Service to July 1st</b>	<b>Vacation Time</b>
If appointed between January 1 and April 30	One week
Six months to Four years	Two weeks
Four years to Eight years	Three weeks
Eight years to Fifteen years	Four weeks
Over Fifteen years	Four weeks and Two days

2b. An employe may take one week of unpaid time per year in addition to his or her vacation. Requests for such time shall be submitted in the same manner as requests for vacation.

3a. If employes are required to work beyond their regular school day, they shall be compensated at straight time until 40 hours and time and a half after 40 hours in accordance with the provisions of Article P-VI, Section 3 of this Agreement.

3b. Employes may be required to attend the same evening meetings as teachers.

4. Where administratively possible, each employe shall be released from his classroom for 15 minutes during any continuous three-hour period of assigned responsibility.

5. Employes assigned to special classes who are required to remain with their class during lunch shall, where administratively possible, receive an equivalent amount of time off during the day.

### **ARTICLE P-III DUTIES - ASSIGNMENT - TRANSFER - DISCIPLINE**

1. All duties and emergency assignments within a school are to be shared among all employes, except kindergarten aides, on an equitable basis.

2. No employe shall be required to perform duty on street corners which are not on the sidewalk immediately adjacent to school buildings. Duty on street corners may be required of an employe only if the need for such duty exists and police officers, crossing guards or non-teaching assistants are not available for such duty, and such duty in the past has been traditionally performed by employes in that school.

3a. No employe shall be required to perform personal errands and tasks for other members of the staff.

3b. Employees shall not be required to take the place of a secretary in the performance of the secretary's regular duties.

4. A female employe shall not be required to remain in any work location when no other employe is not so located as to hear or see what is going on in the female employe's location.

5. Tentative duty rosters for employes in a school shall be prepared and posted in such school. Notification of his proposed assignment for the following school year shall be given to each employe at as early a date as possible, but, in any event, no later than May 25, if possible.

6. Transfers shall be made in accordance with the applicable provision of Article S-III, Section 6 of the Agreement between the Board of Education and the Philadelphia Federation of Teachers covering secretaries and other office employes.

7. Under unusual circumstances, an employe will be transferred at his request if he, the Board and the Federation agree, notwithstanding any seemingly contrary provisions contained in this Agreement.

8. Subject to Federal Program guidelines, a paraprofessional who is in service shall be eligible for a summer position in his present job classification in seniority order and for other professional summer positions if he meets the posted requirements of such a position.

9a. The adjustment of behavioral problems is the responsibility of employes as well as of teachers and administrators. Employes shall have immediate recourse to the teachers or administrator to whom they report and shall be given effective and consistent support by such teacher or administrator who shall promptly take appropriate action in each case.

9b. If a child exhibits anti-social behavior, such essential information shall be recorded in the pupil pocket and maintained for a period of eighteen months if the pupil has not exhibited similar and/or related behavior.

10. When a position in evening school is being dropped, a systemwide evening school seniority applicable to the given evening school will be the criterion for retaining employes in the given evening school position.

11. An employe shall not be subjected to discipline or

## *Article P-IV*

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discharge except for good and substantial cause and in such cases the employe affected shall have the option of electing to proceed under the provisions of the Pennsylvania Public School Code or, in the alternative, under the grievance and arbitration provisions of this Agreement.

### **ARTICLE P-IV MEETINGS - CONSULTATION**

1. An employe who is required to attend a faculty meeting that extends beyond his work day as defined in Section 1 of Article P-II, shall be paid in accordance with the provisions of Article P-VI, Section 3.

2a. Library and Instructional Materials Assistants designated by the Federation shall be invited to attend the planning meetings concerning instructional materials centers.

2b. All meetings of Library and Instructional Materials Assistants shall be held during the school day.

3. The joint committee of Librarians and administration referred to in Article T-XXVI, Section 7 of the Agreement between the Board of Education and the Federation covering Teachers shall include Library and Instructional Materials Assistants.

4. Paraprofessionals may attend special district curriculum meetings when subjects involving the work of paraprofessionals are on the agenda. In the case of meetings where this does not occur, the Board may schedule special district meetings for paraprofessionals which they shall attend.

5. The Building Representative shall have available for inspection at the Administration Building or wherever it is on file the contract between the Federal model and the Board of Education.

### **ARTICLE P-V SUPPORTIVE SERVICES FACILITIES - SUPPLIES - EQUIPMENT**

1. There shall be a library and librarian or library assistant or other employe of similar classification in every school with 1000 or more pupils.

2. As rapidly as funds permit and personnel is obtainable,

## *Article P-VI*

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each school with a library shall be provided with a library assistant or other employe of similar classification.

3. As soon as possible, all books for all libraries shall either be purchased in already processed form or shall be centrally catalogued.

4. The extension of psychological testing, counseling, and attendance services to kindergartens is desirable. The Board will make every effort to plan a program for providing these services.

5. The Board shall afford reasonable protection for the safety and welfare of the students and employes engaging in extra-curricular activities that take place out of school buildings.

6. Each employe shall have a locker and a mailbox, and where the nature of the work requires, the employe should be provided with a desk with a lock.

7. The Associate Superintendent of School Facilities will be consulted to insure that a sink and toilet in each class for retarded trainables will be provided in new schools and on the practicability of and a schedule for providing these in existing classes.

8. Each employe shall be provided with the appropriate supplies and materials required for the performance of his assigned tasks and duties.

9. Where an employe is responsible for an activity in a school for which supplies and materials are ordered or requisitioned directly by the principal, such employe shall be consulted by the principal prior to such ordering or requisitioning.

10. Library books may be ordered at any time.

11. LIMAs shall receive a \$25 supply allotment from the library budget allotment each year.

### **ARTICLE P-VI SALARIES**

1. As of the dates shown below, the salary of each employe shall be increased and the employe shall be paid in accordance with the following schedule:

*Article P-VI*

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**PAY GRADE 502 (10 MONTH)—TEACHER AIDE,  
KINDERGARTEN AIDE, CLASSROOM AIDE,  
ATTENDANCE ASSISTANT I, INSTRUCTIONAL AIDE I,  
(COMPLETION OF 11th GRADE)**

Step	9/1/80	9/1/81
1	\$ 5,143	\$ 5,657
2	5,344	5,878
3	6,428	7,071
4	6,802	7,482
5	7,135	7,849
6	10,552	11,607

**PAY GRADE 505 (10 MONTH)—  
MENTAL HEALTH ASSISTANT**

Step	9/1/80	9/1/81
1	\$ 5,913	\$ 6,504
2	6,139	6,753
3	7,376	8,114
4	7,798	8,578
5	8,174	8,991
6	11,660	12,826

**PAY GRADE 506 (10 MONTH)—  
INSTRUCTIONAL AIDE I (UP TO 29 CREDITS)**

Step	9/1/80	9/1/81
1	\$ 6,244	\$ 6,868
2	6,486	7,135
3	7,800	8,580
4	8,250	9,075
5	8,656	9,522
6	12,183	13,401

**PAY GRADE 507 (10 MONTH)—  
LABORATORY ASSISTANT I**

Step	9/1/80	9/1/81
1	\$ 6,432	\$ 7,075
2	6,676	7,344
3	8,021	8,823
4	8,479	9,327
5	8,888	9,777
6	12,427	13,670



**PAY GRADE 509 (10 MONTH)—  
SCHOOL STOCK CLERK, ATTENDANCE ASSISTANT II,  
INSTRUCTIONAL AIDE II (30 to 59 CREDITS)**

Step	9/1/80	9/1/81
1	\$ 6,827	\$ 7,510
2	7,092	7,801
3	8,527	9,380
4	9,020	9,922
5	9,461	10,407
6	13,048	14,353

**PAY GRADE 510 (10 MONTH)—  
SCHOOL ATTENDANCE AIDE**

Step	9/1/80	9/1/81
1	\$ 7,028	\$ 7,731
2	7,325	8,058
3	8,836	9,720
4	9,373	10,310
5	9,859	10,845
6	13,502	14,852

**PAY GRADE 512 (10 MONTH)—INSTRUCTIONAL  
MATERIALS ASSISTANT, LIBRARY ASSISTANT,  
TELEVISION MATERIALS ASSISTANT,  
LABORATORY ASSISTANT II**

Step	9/1/80	9/1/81
1	\$ 7,499	\$ 8,249
2	7,800	8,580
3	9,390	10,329
4	9,944	10,938
5	10,441	11,485
6	14,111	15,522

**PAY GRADE 513 (10 MONTH)—  
SCHOOL COMMUNITY COORDINATOR**

Step	9/1/80	9/1/81
1	\$ 7,776	\$ 8,554
2	8,118	8,930
3	9,809	10,790
4	10,421	11,463
5	10,980	12,078
6	14,723	16,195

*Article P-VI*

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**PAY GRADE 514 (10 MONTH)—  
COUNSELOR ASSISTANT (SPANISH SPEAKING),  
CAREER DEVELOPMENT ASSISTANT**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 8,089	\$ 8,898
2	8,434	9,277
3	10,178	11,196
4	10,801	11,881
5	11,365	12,502
6	15,128	16,641

**PAY GRADE 517 (10 MONTH)—  
DRIVER EDUCATION AIDE**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 8,915	\$ 9,807
2	9,347	10,282
3	11,337	12,471
4	12,089	13,298
5	12,778	14,056
6	16,707	18,378

**PAY GRADE 82 (10 MONTH)—COUNSELOR AIDE**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 6,124	\$ 6,736
2	6,628	7,291
3	8,275	9,103
4	8,866	9,753
5	9,403	10,343
6	10,708	11,779
7	11,514	12,665
8	13,894	15,283

**PAY GRADE 167 (10 MONTH)—  
CULTURAL EVENTS ORGANIZER (2 DAYS)**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 6,222	\$ 6,844

**PAY GRADE 181 (10 MONTH)—  
CULTURAL EVENTS ORGANIZER (3 DAYS)**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 9,331	\$10,264

**PAY GRADE 183 (10 MONTH)—  
CULTURAL EVENTS ORGANIZER (4 DAYS)**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$12,442	\$13,686

**PAY GRADE 184 (10 MONTH)—CULTURAL EVENTS  
ORGANIZER (5 DAYS)**

1	\$15,553	\$17,108
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**PAY GRADE 256 (10 MONTH)—  
INSTRUCTIONAL AIDE III (60-89 CREDITS),  
ASSISTANT TEACHER (2 YEARS COLLEGE),  
ATTENDANCE ASSISTANT III**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 7,449	\$ 8,194
2	7,885	8,674
3	9,650	10,615
4	10,158	11,174
5	10,822	11,904
6	12,137	13,351
7	15,393	16,932

**PAY GRADE 257 (10 MONTH)—INSTRUCTIONAL  
AIDE III (90 CREDITS OR OVER),  
ASSISTANT TEACHER (3 YEARS COLLEGE)**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 7,820	\$ 8,602
2	8,258	9,084
3	10,086	11,095
4	10,596	11,656
5	11,270	12,397
6	12,620	13,882
7	16,031	17,634

**PAY GRADE 49 (12 MONTH)—HEALTH ASSISTANT**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 7,346	\$ 8,081
2	7,622	8,384
3	9,156	10,072
4	9,676	10,644
5	10,141	11,155
6	14,339	15,773

## *Article P-VI*

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### **PAY GRADE 50 (12 MONTH)—CLASSROOM AIDE, MODEL CITIES READING SKILL CENTER**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 7,558	\$ 8,314
2	7,870	8,657
3	9,484	10,432
4	10,053	11,058
5	10,568	11,625
6	14,829	16,312

### **PAY GRADE 51 (12 MONTH)— JUNIOR AUDIO VISUAL CLERK**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 7,804	\$ 8,584
2	8,118	8,930
3	9,775	10,753
4	10,353	11,388
5	10,873	11,960
6	15,148	16,663

### **PAY GRADE 53 (12 MONTH)—SCHOOL STOCK CLERK**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 8,336	\$ 9,170
2	8,695	9,565
3	10,498	11,548
4	11,144	12,258
5	11,733	12,906
6	16,098	17,708

### **PAY GRADE 55 (12 MONTH)—LIBRARY ASSISTANT, INTERGROUP AIDE (SPANISH SPEAKING), INSTRUCTIONAL MATERIALS ASSISTANT, AUDIO VISUAL CLERK**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 8,950	\$ 9,845
2	9,315	10,247
3	11,222	12,344
4	11,890	13,079
5	12,491	13,740
6	16,894	18,583

**PAY GRADE 56 (12 MONTH)—  
MUSIC MATERIALS ASSISTANT**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 9,195	\$10,115
2	9,601	10,561
3	11,601	12,761
4	12,326	13,559
5	12,984	14,282
6	17,458	19,204

**PAY GRADE 57 (12 MONTH)—INFANT CARE LEADER,  
CAREER DEVELOPMENT ASSISTANT**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 9,522	\$10,474
2	9,974	10,971
3	12,087	13,296
4	12,878	14,166
5	13,602	14,962
6	18,160	19,976

**PAY GRADE 59 (12 MONTH)—  
MEDICAL TECHNICIAN**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 9,933	\$10,926
2	10,463	11,509
3	12,745	14,020
4	13,645	15,010
5	14,475	15,923
6	19,169	21,086

**PAY GRADE 180 (12 MONTH)—  
VETERANS IN PUBLIC SERVICE**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$14,470	\$15,917

*Article P-VI*

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**PAY GRADE 409 (10 MONTH)—  
YOUTH WORK COUNSELOR**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$10,607	\$11,668
2	11,330	12,463
3	14,256	15,682
4	15,131	16,644
5	15,909	17,500
6	17,599	19,359
7	18,422	20,264
8	19,490	21,439
9	20,479	22,527
10	21,439	23,583
11	23,187	25,506

**PAY GRADE 200 (10 MONTH)—YOUTH WORK  
COUNSELOR (VALID TEACHING CERTIFICATE)**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$10,976	\$12,074
2	11,702	12,872
3	14,633	16,096
4	15,511	17,062
5	16,287	17,916
6	17,999	19,799
7	18,822	20,704
8	19,900	21,890
9	20,890	22,979
10	21,856	24,042
11	23,600	25,960

**PAY GRADE 1010 (12 MONTH)—  
SOCIAL WORKER AIDES**

<b>Step</b>	<b>9/1/80</b>	<b>9/1/81</b>
1	\$ 8,131	\$ 8,944
2	8,504	9,354
3	8,872	9,759
4	9,440	10,384
5	9,957	10,953
6	13,027	14,330

2. In implementing the foregoing schedules, each employee shall be placed on the same step of the new schedule as that on which he was on the schedule in effect immediately prior to September 1, 1981 and shall, in addition, on attaining an increment date on or subsequent to September 1, 1981 be placed on the next succeeding step.

### 3. OVERTIME

The following shall govern the calculation of compensation for overtime approved by the Superintendent or such persons as he may designate:

3a. An employee's regular hourly rate for the purpose of calculating overtime shall be his bi-weekly pay divided by the product of the appropriate number of hours for the classification as specified in Section 1 of Article P-II of this Agreement times 10.

3b. For work during hours in excess of the regularly scheduled number of hours of work per day, an employee shall be paid at his straight time rate up to a total of 40 hours worked in a week and at the rate of time and one-half for all time worked in excess of 40 hours per week.

3c. Each holiday as designated in the official School District Calendar on which schools are closed shall be considered as the appropriate number of hours worked as specified for the employee's classification in Section 1 of Article P-II of this Agreement.

3d. Each day of authorized absence because of sickness shall be considered as the appropriate number of hours worked for each classification of employee as specified in Section 1 of Article P-II of this Agreement.

A joint committee of the Board and the Federation shall promptly examine the experience with this sub-section 3d to determine whether excessive sick leaves have been taken by employees who have worked overtime. If the determination of the joint committee is that excessive sick leave days have been taken by employees who have worked overtime, then the parties shall consult as to the remedial rule that shall be adopted.

4. Except for such classification whose duties and responsibilities require them to work elsewhere, employees during the

## *Article P-VII*

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regular hours of work shall not be required to perform any work in other than premises owned or operated by the Board.

5. A former Philadelphia Public School employe who returns to service within a period of four years shall be placed on the appropriate Salary Schedule at the same step as an employe in service with equal experience.

6. Employes who work in a summer program shall be paid their regular hourly rate for such work.

7. When employes are required to attend staff development programs after their regularly scheduled work day, they shall be compensated at their regular hourly rate of pay.

8. Long term substitutes shall be paid at the first step of the salary schedule for the appropriate classification.

9. A former employe in the School District of Philadelphia who returns to service after a period of more than 4 years shall be given salary credit for his prior service on a year for year basis up to a maximum of three years.

10. An employe moved to a lower paid classification shall retain his former red-circled rate in his new classification and shall receive a ten percent increase effective September 1, 1981, and at such time as the rate for that new classification reaches his red-circled rate, he would be entitled to such increases as are applicable to the classification into which he has moved.

11. Effective February 1, 1977, ABE teachers and other part timers shall be paid  $1/5$ ,  $2/5$ ,  $3/5$ ,  $4/5$  of regular salary (4 hours =  $1/5$ ).

12. An employe who has been promoted and who is receiving less salary than would have been paid for his/her previous position shall receive additional compensation sufficient to equal his/her pay grade and step at which he/she would have been. Upon attainment of the maximum step, he/she shall have deducted the extra compensation previously paid. He/she shall suffer no loss of pay for the years since promotion.

### **ARTICLE P-VII SENIORITY**

1. Wherever, in this Agreement, reference is made to seniority as the basis for decision, it shall mean that the person with the highest seniority of the type of seniority specified shall



receive preference. If the type of seniority is not indicated, seniority shall be determined as follows:

1a. School seniority shall be the continuous length of service as an appointed employe in the present school except that length of service as an appointed employe in a previous school shall be included under the following circumstances:

1a(i). If he is involuntarily transferred to his present school by the Board.

1a(ii). If he has transferred by his application into a school and then was involuntarily transferred from that school, he shall carry the sum of length of service in both previous schools to the new school.

1b. Where school seniority is equal, systemwide seniority (the length of service in the School District of Philadelphia) as an appointed employe shall be the determining factor. Continuity of appointed service shall not be broken by any period of approved leave without salary but such period shall not be included in the calculation of length of service.

1c. Where length of service in the system is equal, the date of the eligibility list from which the employe was appointed shall be the determining factor.

1d. Where appointment was made from the same eligibility list, the comparative score on that eligibility list shall be the determining factor.

1e. For purposes of seniority the positions of counselor aide and clerk typist and successor positions shall be considered the same classification and service in either position shall be added together.

2. No period of service as a long term substitute or provisional employe shall be included in the calculation of an employe's school seniority or systemwide seniority.

3. Subject to residence requirements and Federal Program guidelines, regularly appointed employes, who are displaced because of a program reduction or elimination of jobs shall have the right based on seniority to transfer to a vacant paraprofessional position similar to one which the employe held prior to such reduction or elimination, or to a vacant lower paid paraprofessional position. In the event no such vacancies

## *Article P-VIII*

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exist at the time the employee is displaced then the employee shall be placed on a preferential list for a period of two years and during this period vacancies for such positions shall be filled from the employees on this list until they shall have had the opportunity to be offered such employment.

4. A seniority list of all employees in a school shall be in that school and kept current during the school year. The list shall be available to all employees. School system seniority shall be compiled as soon as possible.

5. The Office of Personnel shall make available to any employee his systemwide seniority as it may affect or contribute to the resolution of any specific problem.

6. A lay-off of up to one year shall not be considered a break in service.

7. Any employee who is laid off up to one year shall have all time in lay-off status counted as service time for all purposes except for retirement.

### **ARTICLE P-VIII WELFARE BENEFITS**

1. The Board will continue to make full payments in accordance with present procedures for any reasonable hospital bills that may be incurred by an employee by reason of injury in line of duty.

2. Employees working in the evening school will be given for each period beginning September 1 and ending August 31, up to a maximum of two (2) evenings sick leave with full pay. Twenty (20) sessions of work will entitle such employee to one (1) evening of accrued sick leave.

3. An employee shall be paid 25% of his unused sick leave at the termination of all employment by the School District of Philadelphia; such pay shall be at the rate applicable when the employee last served in evening school.

4. An orientation refresher program will be developed for all employees employed since 1967 during regular school hours.

5. To fund a career development program for employees interested in educational or educational support fields, a sum of \$111,000 shall be allocated for each year of the Agreement.

5a. Up to 10% of such fund shall be allocated to an expansion of the General Educational Development Program. Such expansion shall be designated to provide the classes at places and times convenient for employees.

5b. The balance of such fund shall be allocated to a program designed to assist employees to undertake a program of college level work in a career development program.

5c. Participation in the program shall be voluntary.

5d. Employees participating in another program providing educational assistance at a level equal to or greater than that provided herein shall not be eligible to participate in the program provided in Section 5 of Article P-VIII.

5e. Twelve hundred employees shall be accepted as participants in the program. Each participant shall be eligible for assistance in the amount of \$15 per college credit for a maximum of 6 credits in any one year.

5f. In the event that more than 1200 employees apply for participation in the program, selection from among the applicants shall be on the basis of length of service as an appointed employee.

5g. If there are unexpended funds available after all participants have been selected, the joint committee referred to in 5h below, shall determine the method of applying such funds to advance the purposes of the program.

5h. A joint committee consisting of designees of the Federation and the Administration shall be established to develop the procedures and policies necessary for the implementation of the program. Among the tasks of the Committee shall be:

5h(i). to develop the procedures for application and selection of participants;

5h(ii). to study the advisability of establishing minimum standards for purposes of qualifying for continued participation in the program;

5h(iii). to conduct such surveys as the Committee deems useful for the purpose of improving the program and determining its effectiveness.

*Article P-IX*

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**ARTICLE P-IX  
LONG TERM SUBSTITUTES**

1. When a long term substitute is to be replaced by an appointed employe the long term substitute with the least service in the school will be released first and so on in that order.

2. Long term substitutes shall be eligible for all insurance plans and for leave provisions granted to regularly appointed employes.

**APPENDIX A**

Assistant Teacher (10 Mo.)  
Attendance Assistant I (10 Mo.)  
Attendance Assistant II (10 Mo.)  
Attendance Assistant III (10 Mo.)  
Audio Visual Clerk (12 Mo.)  
Audio Visual Clerk, Jr. (12 Mo.)  
Career Development Assistant (10 Mo.)  
Career Development Assistant (12 Mo.)  
Classroom Aide (10 Mo.)  
Classroom Aide, Model Cities Reading Skill Center (12 Mo.)  
Counselor Aide (10 Mo.)  
Counselor Assistant (Spanish Speaking) (10 Mo.)  
Cultural Events Organizer (10 Mo.)  
Driver Education Aide (10 Mo.)  
Health Assistant (12 Mo.)  
Infant Care Leader (12 Mo.)  
Instructional Aide I (10 Mo.)  
Instructional Aide II (10 Mo.)  
Instructional Aide III (10 Mo.)  
Intergroup Aide (Spanish Speaking) (12 Mo.)  
Instructional Materials Assistant (10 Mo.)  
Instructional Materials Assistant (12 Mo.)  
Kindergarten Aide (10 Mo.)  
Laboratory Assistant I (10 Mo.)  
Laboratory Assistant II (10 Mo.)  
Medical Technician (12 Mo.)  
Mental Health Assistant (10 Mo.)  
Music Materials Assistant (12 Mo.)  
School Attendance Aide (10 Mo.)  
School Community Coordinator (10 Mo.)  
School Stock Clerk (10 Mo.)  
School Stock Clerk (12 Mo.)  
Teacher Aide (10 Mo.)  
Television Materials Assistant (10 Mo.)  
Youth Work Counselor (10 Mo.)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the 20th day of January, 1981.

The Board of Education of  
The School District of Philadelphia

By Arthur W. Thomas  
Arthur W. Thomas, President

By Michael P. Marcuse  
Michael P. Marcuse  
Superintendent of Schools

Philadelphia Federation of Teachers

By John P. Massey  
President

Attest Vernetta J. Tolliver  
Secretary

Quah C. Weldon  
Grievance Chairperson

Neal P. Kmai  
Negotiating Committee

mel Driban  
Negotiating Committee

# A

<b>Absence (see also leave)</b>		
because of assault	42	B:IX,16
card, submission	43	B:IX,18b
evening school	103	T:X1,12
less than two hours	29	B:VI,7
<b>Accountability</b>	28	B:VII,2
<b>Accumulated leave</b>	41	B:IX,12
	200	P:VIII,2,3
<b>Acting appointment</b>	23	B:IV,10
<b>Adjustment in salary</b>	29	B:VII,6b
<b>Administrative Assistants</b>	103	T:X1,16
change of job description	109	T:XIII,21
transfers	97	T:VII,10p
<b>Administrative directives</b>	15	B:II,4
<b>Administrative transfer</b>	93-94	T:VIII,9
<b>Administrators</b>		
relationship to staff	28-29	B:VII,5
support in behavioral problems	66	T:V,4
	143	N:III,4
	187	P:III,9
<b>Agency funding</b>	14	B:II,1b
<b>Agency shop</b>	18	B:II,9c
<b>Aides, counselor</b>	128	T:XXIV,5
<b>Aides, kindergarten</b>	117	T:XVII,1
<b>Aides, library</b>	132	T:XXVI,2,4
<b>Allotment (see books; supplies; requisitions)</b>		
<b>Anecdotal records, removal</b>	27	B:V,4i
<b>Announcements (see also interruptions)</b>	28	B:VII,3b,3c
<b>Applicable contract provisions</b>		
dental hygienists	100-101	T:X,4
dentists	135-136	T:XXVIII,1b
evening school	104	T:X1,24
psychologists	131	T:XXV,16
therapists	100-101	T:X,4
<b>Appointments</b>	21	B:IV
	145	N:IV
	163	S:V
acting	23	B:IV,10
counselors and interns	129	T:XXIV,12
evening school	103	T:X1,18,19
evening school substitutes	102	T:X1,11
	146	N:V,2
lead NTA	145-146	N:IV,4
librarians	132,133	T:XXVI,5,12
long term substitutes to regular	121	T:XIX,8
primary grades	108	T:XIII,13
provisional	24	B:IV,13
psychologists, special projects	130	T:XXV,11
rejection	24	B:IV,9
summer NTA	150-151	N:VII,1
summer playground	123	T:XXI,2,4
summer school	124,125	T:XXII,2,3
	177-178	S:X1,2,3
to vacancies	22	B:IV,2b
twelve month NTA	145	N:IV,3
within a school	64	T:IV,4
	145-146	N:IV,4
	163	S:V,2
	65	T:IV,8
<b>Articulation, between junior and senior high</b>		
<b>Assault (see also injury)</b>		
absence because of	42-43	B:IX,16
<b>Assignment (see also roster; duties, appointments)</b>	145-146	N:IV
	160	S:III
	186	P:III
achievement levels	68	T:V,9
during preparation time	60	T:II,9
emergency	62	T:III,4
evening school	146	N:V,1,2
evening school registration	104	T:X1,22
grade and specialist	60	T:II,10
home and school visitors (summer)	120	T:XVIII,10
lunchroom period	142	N:II,2
notification of	59	T:II,4
outside appointment field	59	T:II,3
pupils to class	109	T:XIII,18
pupils to library	133	T:XXVI,17
student teacher	68	T:V,10
summer at YSC; Pennypack	116	T:XVI,10
within a school	64	T:IV,4
	145-146	N:IV,4
	163	S:V,2
<b>Assistant supervisor, home and school visitors</b>	120	T:XVIII,11a

## A

Audio-visual materials .....	69	T:VI,6
Automobile, use of .....	41	B:IX,11
Auxiliary teachers (see also long term substitutes) .....	68-69	T:VI,1

## B

Bargaining unit .....	57	T:I
141 .....		N:I
159 .....		S:I
180 .....		S:Appendix
185 .....		P:I
202 .....		P:Appendix
Bargaining unit work .....	20	B:II,15
Behavioral problems .....	66	T:V,4
143 .....		N:III,4
187 .....		P:III,9
recording of .....	67	T:V,5d
143 .....		N:III,4b
187 .....		P:III,9b
use of library .....	133	T:XXVI,17
Blue Cross (see hospitalization) .....		
Books (see also requisitions, supplies) .....	70-71	T:VI,8-10
library .....	132-133	T:XXVI,10,11
189 .....		P:V,10
listing .....	65	T:IV,6
psychologists .....	130	T:XXV,10
Break time .....	159	S:II,1c
186 .....		P:II,4
Budget, school .....	16	B:II,5b(ii)
Building committee .....	16	B:II,5a(ii),5b,5c
on evening meetings .....	63	T:III,6b
144 .....		N:III,7
positions within school .....	64	T:IV,4
Bulletin, notices in .....	19	B:II,10g
Bulletin boards .....	19	B:II,10

## C

Call-in time .....	142	N:II,3a
Cafeteria facilities .....	27	B:VI,5
Car allowance (see also expenses, travel) .....		
home & school visitors .....	119	T:XVIII,2
Career development .....	200-201	P:VIII,5
Case load, counselor .....	128	T:XXIV,4
Catalog, library books .....	132	T:XXVI,11
		P:V,3
Census, home & school visitors .....	119	T:XVIII,8
Certification, home & school visitors .....	119	T:XVIII,5
Chairperson, sports .....	114	T:XV,11,13
Change in:		
location .....	28	B:VII,1
policy and procedures .....	16	B:II,5b(i)
working conditions .....	13	B:II,1a
Class size .....	105	T:XII
industrial arts .....	134	T:XXVII,7
team teaching .....	106	T:XII,5
Classification .....	160-161	S:III,1
Classroom interruptions .....	28	B:VII,3
Coaches and physical education .....	113	T:XV
appointments .....	113	T:XV,2,4
committee on .....	114	T:XV,6
athletic directors .....	114	T:XV,7
interscholastic sports .....	114	T:XV,10
criteria for appointment .....	113	T:XV,4
department chairman .....	113	T:XV,3
equipment repair, replacement .....	113	T:XV,1
league chairmen, salary .....	114	T:XV,11
salary .....	78-81	T:VII,10
seniority for remedial phys. ed. .....	114	T:XV,8
sports chairperson .....	114	T:XV,13
substitute service .....	114	T:XV,9
College courses .....	44	B:IX,21
Committees .....		
accountability .....	28	B:VII,2
advisory on examinations .....	21	B:IV,1a
articulation between jr. and sr. high .....	65	T:IV,8
assignment to .....	15	B:II,2
athletic .....	114	T:XV,7
building .....	16	B:II,5a(ii),5b,5c
on evening meetings .....	63	T:III,6b
144 .....		N:III,7
positions within the school .....	64	T:IV,4



# C

book listing	65	T:IV,6
coaches, appointments	114	T:XV,6
counselor	128	T:XXIV,6
curriculum	64	T:IV,5
department head workload	122	T:XX,4
district, Federation	16	B:II,5a(i),5c
equipment and furniture	165	S:VI,1d
extra-curricular	126	T:XXIII,1
	61	T:III,1a
facilities planning	163	S:IV,5
home and school	65	T:IV,7
industrial arts, facilities	135	T:XXVII,11
industrial arts, requisitions	133	T:XXVII,2
interscholastic sports	114	T:XV,10
junior high ages	110	T:XIV,4
kindergarten	118	T:XVII,2a
librarians	132,133	T:XXVI,7,8,13
orientation course	144	N:III,8
playground	123	T:XXI,1
psychologists	129	T:XXV,1
RE's in high schools	115	T:XVI,8
roster	63	T:IV,1
student teachers	64	T:IV,3
study house parents conditions	143	N:III,6
summer school	124	T:XXII,1
supplies	70	T:VI,10c(iii)
transfer	97	T:VIII,11a
Computer terminal, MG	117	T:XVI,19
Conditions (see also appointments; examinations; facilities; files; observation; ratings)		
house parents	143	N:III,6
other general	27	B:VII
Conference (see also meetings)		
kindergarten	118	T:XVII,4
non-employees	17	B:II,6b
with principal	25-26	B:V,3
Consultation	162	S:IV
	188	P:IV
kindergarten teachers	118	T:XVII,2c
Continuing education facilities	71	T:VI,13
Contract, federal	188	P:IV,5
Counselors and counseling teachers	127	T:XXIV
aides	128	T:XXIV,5
case load	128	T:XXIV,4
committee	128	T:XXIV,6
definition	129	T:XXIV,11
duties	128	T:XXIV,3,7,8,9
facilities	127	T:XXIV,1
hours	128	T:XXIV,2
junior high school	110	T:XIV,2,3
personnel file	128	T:XXIV,10
preparation of summaries	128	T:XXIV,9
transfers	129	T:XXIV,12
	97	T:VIII,10c
Course, college	44	B:IX,21
Court representative	120	T:XVIII,11
salary	82	T:VII,12
Coverage	20	B:II,13,14
	60	T:II,9
	63	T:III,8
	144	N:III,9
Federation representative	20	B:II,13
Credit for experience		
salary	82	T:VII,13,14,16
	148,149	N:VI,2a,5
salary, long term substitutes	172	S:VII,10
Credit union	82	T:VII,15
Curriculum	43	B:IX,17
	65	T:V
department heads	122	T:XX,3
industrial arts	134	T:XXVII,6
planning	64	T:IV,5

# D

Data (see information)		
Dates due	161	S:III,4c
Day	57	T:II
	141	N:II
	159	S:II
	185	P:II

# D

librarian .....	133	T:XXVI,14
therapists and dental hygienists .....	100	T:X,2
<b>Days off, work on</b> .....	29	B:VII,6d
psychologists .....	131	T:XXV,13,15
<b>Deductions</b> .....		
credit union .....	43	B:IX,17
dues .....	18	B:II,9
<b>Definition</b> .....		
counselors .....	129	T:XXIV,11
employee .....	30	B:VIII,1b
experience balance .....	85-86	T:VIII,3a
Federation representative .....	30	B:VIII,1b
grievance .....	30	B:VIII,1a
plural .....	30	B:VIII,1b
principal .....	19	B:II,11
racial .....	86	B:VIII,1b
school .....	19	T:VIII,3b
seniority .....	98-99	B:II,11
singular .....	30	T:IX,1
transfer .....	85-86	B:VIII,1b
<b>Dental hygienists</b> .....	100	T:VIII,3
applicable provisions .....	100-101	T:X
conditions .....	100	T:X,4
salary .....	76	T:X,3
<b>Dentists</b> .....	135	T:VII,4
applicable provisions .....	135-136	T:XXVIII
salary .....	82	T:XXVIII,1b
transfer .....	135	T:VII,19
<b>Department Heads</b> .....	122	T:XXVIII,1a
committee on workload .....	122	T:XX
curriculum .....	122	T:XX,4
examination of teacher candidates .....	122	T:XX,3
job description .....	122	T:XX,2
report of research projects .....	122-123	T:XX,1
responsibilities .....	123	T:XX,5
salary .....	75-76	T:XX,6
transfer .....	96	T:VII,3
<b>Desk</b> .....	165	T:VIII,10m
determination, seniority (see also seniority) .....	98-99	S:VI,4
differences, resolution of .....	30,48	P:V,6
directives, administrative .....	15	T:IX,1
discharge .....	161	B:VIII,B:XI
evening school .....	63	B:II,4
long term substitutes .....	144	S:IV,4
relief from .....	163	T:III,9
relief from .....	187	N:III,11
relief from .....	103	S:V,3
relief from .....	176	P:III,11
relief from .....	48	T:XI,20
relief from .....	120-121	S:IX,15
relief from .....	202	B:X,2a
relief from .....		T:XIX,2,3,5
relief from .....		P:IX,1
<b>Discipline (see discharge; behavioral problems)</b> .....		
<b>Discrimination</b> .....	21	B:III
<b>Discussion, new sports</b> .....	114	T:XV,12
<b>Diseases, inoculation</b> .....	44	B:IX,20
<b>Dismissal (see discharge)</b> .....		
<b>District Superintendent</b> .....	16	B:II,5a(i)
<b>Drinking fountain</b> .....	27	B:VI,3b
<b>Dropping classes, evening school</b> .....	101	T:XI,1,2
<b>Due dates</b> .....	161	S:III,4c
<b>Dues deductions</b> .....	18	B:II,9
<b>Duplicating machines</b> .....	27	B:VI,4
<b>Duration</b> .....	48	B:XII
of eligibility lists .....	23	B:IV,7
<b>Duties</b> .....	61	T:III
before 8:45 .....	143	N:III
counselors .....	160	S:III
emergency .....	186	P:III
heavy lifting .....	108	T:XIII,9a
home and school visitors .....	128	T:XXIV,3
kindergarten .....	62	T:III,4
long term substitutes .....	161	S:III,3
recess .....	186	P:III,1
relief from .....	161	S:III,5b
relief from .....	119,120	T:XVIII,7,9
relief from .....	117	T:XVII,1
relief from .....	48	B:X,3
relief from .....	108	T:XIII,9b
relief from .....	107	T:XIII,5

# D

	61	T:III,2
	110	T:XIV,1a,1b
rosters, tentative duty	69	T:VI,5
	187	P:III,5
as secretary	187	P:III,3b
secretaries as nurse	161	S:III,5c
street corner	62	T:III,3
	186	P:III,2
tasks, within a school	64	T:IV,4
	146	N:IV,4c
	163	S:V,2

# E

Economic provisions	49	B:XIV
Educational Evaluators (see Instructional Advisors)		
Educational fund	154	N:X
	179	S:XII
	200-201	P:VIII,5
Electronic devices in observation	24	B:V,1
Elementary school		
announcements	108	T:XIII,10
appointments in primary grade	108	T:XIII,13
assignments	60	T:II,10
class record books	109	T:XIII,17
duties, before 8:45	108	T:XIII,9a
duties, relief from	107	T:XIII,5
equipment, instructional	109	T:XIII,16
extra-curricular	108	T:XIII,11
lead teachers	108	T:XIII,12
library	107	T:XIII,6,7
notification of assignments	107	T:XIII,20
play area	109	T:XIII,15
preparation time	106,107	T:XIII,2,3
pupil assignment, inspection of	109	T:XIII,18
RT pupils	108	T:XIII,14
reading levels	109	T:XIII,19
recess duties	108	T:XIII,9b
safety patrol	108	T:XIII,11a
snow removal	109	T:XIII,15
specialist teachers	106-107	T:XIII,2-4
supplies	107	T:XIII,8
team leaders	108	T:XIII,12
tentative class list	109	T:XIII,19
yard duty	108	T:XIII,9
Eligibility		
list, duration of	23	B:IV,7
list, men and women	145	N:IV,1
list, tie scores	145	N:IV,2
list, review of	23	B:IV,8
list, summer playground	123	T:XXI,4
long term substitutes	48	B:X,1
Emergency assignments	161	S:III,3
Emotionally disturbed pupils	67	T:V,5
Errands	186	P:III,3a
Equipment	163	S:V,1a
	188	P:V
	146	N:V,3
Evening meetings	63	T:III,6
	144	N:III,7
	162	S:IV,2
	186	P:II,3
and extra-curricular	146	N:V
consultation on	63	T:III,6b
	144	N:III,7
pay	63	T:III,7
	186	P:II,3a
Evening schools and school extension	101	T:XI
	149	N:VI,6c
	174	S:IX
absence	103	T:XI,12
applicable contract provisions	104	T:XI,24
appointments	103	T:XI,18
administrative assistants	103	T:XI,16
committees	103-104	T:XI,21
department heads	103	T:XI,19
discharge	103	T:XI,20

# E

dropping classes .....	101	T:XI,1,2a
dropping position .....	101	T:XI,2b
	175	S:IX,13b
	187	P:III,10
enrollment in .....	44	B:IX,21
facilities, day school .....	102	T:XI,7
	146	N:V,3
	174	S:IX,5
faculty meetings .....	102	T:XI,9
	174	S:IX,6
holidays .....	46	B:IX,23
	101	T:XI,5
	174	S:IX,3
inclement weather .....	104	T:XI,23
	175	S:IX,9
leave of absence .....	103	T:XI,13
	175	S:IX,10
position .....	146	N:V,1
registration assignments .....	104	T:XI,22
	176	S:IX,16
sabbatical .....	101	T:XI,3
	174	S:IX,1
salary .....	78	T:VII,8
	170-171	S:VII,6
salary credit as substitute .....	101	T:XI,4
seniority .....	101,103	T:XI,2,17
	175	S:IX,13
sick leave .....	46	B:IX,24
	102	T:XI,6
	174	S:IX,4
	200	P:VIII,2,3
substitute holiday pay .....	102	T:XI,11b
	175	S:IX,8b
substitute retention .....	102	T:XI,10
	174	S:IX,7
substitute sick leave .....	102	T:XI,11b
	175	S:IX,8b
termination pay .....	46	B:IX,24b
	102	T:XI,6b
	174	S:IX,4
transfer .....	103	T:XI,15,17
	175	S:IX,12,13
<b>Examinations</b> .....	21	B:IV
	145	N:IV
	163	S:V,1
credit long term substitute .....	122	T:XIX,9
for home and school visitors .....	119	T:XVIII,3
medical .....	23	B:IV,11
notice of .....	21	B:IV,2a
notice of results .....	22	B:IV,4
oral .....	21	B:IV,1
oral, composition of .....	21	B:IV,1b
	146	N:IV,5
questions in .....	21	B:IV,1c
recording of .....	22	B:IV,5
promotional .....	21	B:IV,1a
review of .....	23	B:IV,6
specialist teacher .....	66	T:V,2
teachers .....	122	T:XX,2
<b>Expenses</b> .....		
extra-curricular .....	127	T:XXIII,5
home and school visitors .....	119	T:XVIII,2
school work programs .....	82	T:VII,18
travel .....	27	B:VII,1
<b>Experience credit</b> .....	82	T:VII,13,14,16
	149	N:VI,5
	171,172	S:VII,8,10,11
	198	P:VI,5,9
<b>Experimental programs</b> .....	28	B:VII,4
<b>Extension (see evening schools)</b>		
<b>Extra-curricular</b> .....	126	T:XXIII
committee .....	126	T:XXIII,1
elementary .....	108	T:XXIII,11
eligibility .....	30	B:VII,8
evening .....	146	N:V
hours .....	127	T:XXIII,4
institutional schools .....	127	T:XXIII,9
more than one .....	127	T:XXIII,10
notice of vacancies .....	127	T:XXIII,2
safety .....	127	T:XXIII,8
	146	N:V,4
	189	P:V,5

## E

safety patrol .....	127	T:XXIII,7
salary .....	108	T:XIII,11a
selection .....	127	T:XXIII,6
special class .....	64	T:IV,4a
travel expense .....	116	T:XVI,14,15
	127	T:XXIII,5

## F

<b>Facilities</b> .....	27	B:VI
	68	T:VI
	164	S:VI
	188	P:V
continuing education .....	71	T:VI,13
counselors .....	127	T:XXIV,1
for evening school .....	102	T:X1,7
health education .....	72	T:VI,15b
home and school visitors .....	119	T:XXVIII,6
industrial arts .....	135	T:XXVII,8,11
kindergarten .....	118	T:XVII,2b
library .....	132	T:XXVI,1,7
planning committees .....	63	T:IV,2
	163	S:IV,5
psychologists .....	129	T:XXV,3,4
RT classes .....	115	T:XVI,4
special class .....	117	T:XVI,18
specialist teachers .....	72	T:VI,15a
speech and hearing teachers .....	71-72	T:VI,14
TMR classes .....	117	T:XVI,17
<b>Faculty meetings</b> .....	62-63	T:III,5
evening school .....	102	T:X1,9
	174	S:IX,6
Federation report .....	19	B:II,10f
<b>Fair practices</b> .....	21	B:III
<b>Federation</b>		
dues .....	18	B:II,9
leave .....	17-18	B:II,8
notices .....	19	B:II,10
school meetings .....	19	B:II,10e
school representative .....	19	B:II,10d
<b>File numbers</b> .....	163	S:IV,4b
<b>Files</b> .....	24	B:V
counselors .....	128	T:XXIV,10
personnel .....	26-27	B:V,4
placement (psychologists) .....	130	T:XXV,9
<b>Filling (see appointment)</b>		
<b>Fines, library</b> .....	132	T:XXVI,6
<b>Floating rosters</b> .....	60	T:II,6
<b>Forced transfer (see transfers)</b>		
<b>Forms, notice of</b> .....	67	T:V,8
<b>Funding, other than school district</b> .....	14	B:II,1b
<b>Furniture</b> .....	165	S:VI,1d,2

## G

<b>Goal, transfer</b> .....	85	T:VIII,2
<b>Grade, assignment</b> .....	68	T:V,9
<b>Grades, pupil</b> .....	67	T:V,6
<b>Grievance procedure</b> .....	30	B:VIII
appearance, representation .....	35-36	B:VIII,4
arbitration .....	33,34	B:VIII, Step 3
		(a,b,c)
decision, contrary to Agreement .....	36	B:VIII,6
definitions .....	30	B:VIII,1
general provisions .....	35	B:VIII,3
initiation at Step 2 .....	36	B:VIII,5
investigation of .....	36	B:VIII,8
	16-17	B:II,6a
rostering .....	36	B:VIII,9
steps 1, 2, 3 .....	30-34	B:VIII,2
time limits .....	36	B:VIII,7
<b>Grievance and ratings</b> .....	25	B:V,2f(ii)
<b>Grievances, transfer</b> .....	98	T:VIII,11c
<b>Guarantee Clause</b> .....	49	B:XIV

## H

<b>Health and Welfare Fund</b> .....	44	B:IX,22
leave of absence .....	46	B:IX,22e
<b>Hearing teachers' facilities</b> .....	71	T:VI,14
<b>Holidays</b> .....	159	S:II,2
evening school .....	46	B:IX,23

# H

	101	T:XI,5
	174	S:IX,3
work during	141-142	N:II,1d
Home and School Association	65	T:IV,7
Home and school visitors	119	T:XVIII
car allowance	119	T:XVIII,2
census	119	T:XVIII,8
certification	119	T:XVIII,5
court rep. and ass't. supervisor	120	T:XVIII,11
dangerous situations	120	T:XVIII,14
desk, chair, telephone	119	T:XVIII,6
examination for supervisor	119	T:XVIII,3
facilities	119	T:XVIII,6
hours	119	T:XVIII,1
job description	119	T:XVIII,7
staff development	120	T:XVIII,13
status	120	T:XVIII,12
substitute service	119	T:XVIII,4
summer assignment	120	T:XVIII,10
Home Economics		
elementary preparation	107	T:XIII,4b
enrollment	68	T:V,13
Hospital practice teachers	83	T:VII,24
Hospitalization insurance	37	B:IX,1
Hours	57-59	T:II,1
	141-142	N:II,1
	159	S:II,1
	185	P:II,1
counselors	128	T:XXIV,2
extra-curricular	127	T:XXIII,4
home and school visitors	119	T:XVIII,1
librarians	133	T:XXXVI,14
summer school	126	T:XXII,5
	178	S:XI,4
Houseparents		
conditions	143	N:III,6
free time	142	N:II,1f
hours	142	N:II,1e

# I

Incentives		
early retirement	47	B:IX,27
for transfer	89-90	T:VIII,4d
Increment (see also salary)	77	T:VII,6
	148	N:VI,3
	169	S:VII,3
	197	P:VI,2
long term substitutes	148	N:VI,2a,3
Industrial arts	133	T:XXVII
class size	134	T:XXVII,7
committee on facilities	135	T:XXVII,11
committee on requisitions	133	T:XXVII,1,2
curriculum	134	T:XXVII,6
facilities	135	T:XXVII,8,11
observation days	134	T:XXVII,4
preparation period	135	T:XXVII,10
repairs	134	T:XXVII,5
requisitions	133,135	T:XXVII,1,2,9
safety	134	T:XXVII,5,7
special class centers	115	T:XVI,6
summer school	124	T:XXII,1
supplies	135	T:XXVII,9
use of shops	135	T:XXVII,13
work orders	134	T:XXVII,3
work stations	134	T:XXVII,7
Information	15	B:II,3
insurance policies	39	B:IX,7
seniority	99	T:IX,4
transfer	97-98	T:VIII,11
Injury	42-43	B:IX,16
	200	P:VIII,1
Inoculation	44	B:IX,20
In-service		
course leaders	81	T:VII,11c
credit	82	T:VII,15
	172	S:VII,9
Institutional schools (see also special class)	143	N:III,3
	161	S:III,2
Instructional Advisors	117	T:XVI,20
Instructional equipment, elementary	109	T:XIII,16
Insurance		

# I

hospitalization .....	37	B:IX,1
institutional schools .....	116	T:XVI,13
life .....	38	B:IX,4
long term substitutes .....	40	B:IX,8
	202	P:IX,2
medical .....	37	B:IX,23
sick leave .....	39	B:IX,5
women's rights .....	47	B:IX,26
Insurance policy, information .....	39-40	B:IX,7
Insurance premium .....	37	B:IX,1,2
Intern seniority .....	99	T:IX,2
Interns, counseling, appointments and transfer.....	129	T:XXIV,12
Interpretations .....	163	S:IV,4a
Interruptions, classroom .....	28	B:VII,3
	108	T:XIII,10
Interviews, kindergarten .....	118,119	T:XVII,4,6
Investigation of working conditions .....	16-17	B:II,6a
Involvement, psychologists .....	129	T:XXV,2,5

# J

Job descriptions .....	28-29	B:VII,5a
change for administrative assistants .....	109	T:XIII,21
department heads .....	122	T:XX,1
home and school visitors .....	119	T:XVIII,7
library assistants .....	132	T:XXVI,2
paraprofessionals .....	69	T:VI,5
Job placement, special class .....	115	T:XVI,6
Job security .....	49-51	B:XX,1
Junior high (see also roster; secondary) .....	57-60	T:II
Junior-to-senior transfer .....	97	T:VIII,10q
Just cause discipline .....	63	T:III,9
	144	N:III,11
	163	S:V,3
	187	P:III,11

# K

Kindergarten .....	117	T:XVII
aides .....	117	T:XVII,1
allotment display sheet (supplies) .....	118-119	T:XVII,5
committee .....	118	T:XVII,2a
duties .....	117	T:XVII,1
facilities .....	118	T:XVII,2a
parent interviews .....	118,119	T:XVII,4,6
pupil services .....	118	T:XVII,3
registration period conferences .....	118	T:XVII,4
relief .....	117	T:XVII,1
supportive services .....	117	T:XVII,1
teachers' transfers .....	93	T:VIII,8d

# L

Layoff .....	49-51	B:IX,1
	153	N:III,2b
senior employee, option to take .....	51	B:XV,2
seniority .....	100	T:IX,5,6
	154	N:III,10,11
	173	S:VII,5,6
	200	P:VII,6,7
Lead NTA .....	145-146	N:IV,4
salary .....	147-148	N:VI,1a(i)
Lead teacher .....	108	T:XIII,12
appointment .....	90-91	T:VIII,4e
Leave, accumulated .....	41-42	B:IX,12
	200	P:VIII,3
commencement .....	40	B:IX,9
court .....	40	B:IX,9
Federation .....	17-18	B:II,8
funeral .....	40,42	B:IX,9,15
funeral, summer .....	152	N:VII,3
health and welfare fund .....	46	B:IX,22c
long term substitute .....	121	T:XIX,4
marriage .....	40	B:IX,9
maternity .....	42,43	B:IX,14,19
personal .....	40	B:IX,9
psychologists .....	131	T:XXV,15
sabbatical .....	42	B:IX,13
evening school .....	101	T:XI,3

# L

summer playground .....	124	T:XXI,8
summer school .....	126	T:XXII,6
school closing .....	41	B:IX,10
sick, evening .....	102	T:XI,6
	174	S:IX,4
	200	P:VIII,2,3
sick leave insurance .....	39	B:IX,5
summer playground .....	124	T:XXI,8-11
summer school .....	126	T:XXII,6-9
	152	N:VII,2,4
	178-179	S:XI,5-8
termination .....	41-42	B:IX,12
unpaid, evening school .....	103	T:XI,13
	175	S:IX,10
<b>Librarians</b> .....	132-133	T:XXVI
aides .....	132	T:XXVI,2,4
appointments .....	133	T:XXVI,12
availability .....	132	T:XXVI,1
books .....	132-133	T:XXVI,10,11
	189	P:V,3,10
committees .....	132,133	T:XXVI,7,8,13
day .....	133	T:XXVI,14
discipline .....	133	T:XXVI,17
elementary .....	107	T:XIII,6,7
facilities .....	132,133	T:XXVI,7,13
finances .....	132	T:XXVI,6
hours .....	133	T:XXVI,14
meetings .....	132	T:XXVI,9
preparation periods .....	132	T:XXVI,3
requisitions .....	132-133	T:XXVI,10,11,15
	189	P:V,10
staffing .....	107	T:XIII,6
	188-189	P:V,1,2
supervision .....	133	T:XXVI,16
supportive services .....	132	T:XXVI,2,4
<b>Legal Services Fund</b> .....	46-47	B:IX,25
Legislative goal .....	39	B:IX,6
Lesson plans .....	66	T:V,3
Levels, reading .....	109	T:XIII,19
Library (see librarians) .....		
<b>Lighting</b> .....	163	S:V,1a
	165	S:VI,3
<b>Lists (see also eligibility lists)</b>		
seniority .....	99	T:IX,3
	153	N:VIII,8
	173	S:VIII,3
	200	P:VII,4
<b>Loan (see credit union)</b>		
<b>Location</b>		
Board premises .....	197-198	P:VI,4
change of .....	27-28	B:VII,1
female employees .....	161	S:III,5a
	187	P:III,4
<b>Locker</b> .....	71	T:VI,11
	144	N:III,12
	165	S:VI,4
	189	P:V,6
<b>Long term substitutes</b> .....	48	B:X
	120-122	T:XIX
	154	N:IX
auxiliary teachers .....	121	T:XIX,7
dismissal (see also discharge) .....	120-121	T:XIX,2,3,5
	154	N:IX,1,2
	176-177	S:X,1,3
	201	P:IX,1
duties .....	48	B:X,3
eligibility for .....	48	B:X,1
examination credit .....	122	T:XIX,9
insurance .....	40	B:IX,8
	154	N:IX,3
	176	S:X,2a
	201	P:IX,2
leave .....	121	T:XIX,4
	154	N:IX,3
	176-177	S:X,2b
notice of replacement .....	48	B:X,2a
	154	N:IX,2
preference for vacancies .....	48	B:X,2b
regular appointment .....	121-122	T:XIX,8
replacement (see dismissal)		
salary .....	75	T:VII,2



# L

	148	N:VI,2
	169	S:VII,2
	198	P:VI,8
salary step .....	120	T:XIX,1
seniority .....	99	T:IX,2
	121	T:XIX,5,6,7
Lounge .....	27	B:VI,1
Lunch (see also cafeteria) .....	58-59	T:II,1d
	141	N:II,1c
	159	S:II,1a
	185-186	P:II,1,5
special class .....	115	T:XVI,5

# M

Machines, duplicating .....	27	B:VI,4
Mailboxes .....	19	B:II,10c
	189	P:V,6
Maintenance of membership .....	18	B:II,9
Major Medical .....	37	B:IX,2b,3
Materials, notice of .....	77-78	T:VI,7
	189	P:V,8,9
Maternity (see leave)		
Matron, special class .....	70	T:XVI,7
Medical evaluation .....	23-24	B:IV,11
Medical Surgical .....	37	B:IX,2b
Meetings .....	61-63	T:III
	162-163	S:IV
	188	P:IV
after school .....	27-28	B:VII,1
building committee .....	16	B:II,5a(ii)
consultation on evening .....	63	T:III,6b
	144	N:III,7
	162	S:IV,2
coverage .....	20	B:II,13
	63	T:III,8
	144	N:III,9
	162	S:IV,1
district curriculum .....	188	P:IV,4
District Superintendent .....	16	B:II,5a(i)
faculty .....	62-63	T:III,5
	188	P:IV,1
faculty, evening school .....	102	T:XI,9
	174	S:IX,6
Federation report at faculty .....	19	B:II,10f
librarians .....	132	T:XXVI,9
	188	P:IV,2
monthly .....	16	B:II,5
night .....	63	T:III,6,7
	144	N:III,7
	186	P:II,3
no loss of pay .....	17	B:II,7
non-employees .....	17	B:II,6b
notes of .....	16	B:II,5c
principal .....	16	B:II,5a(ii)
	25-26	B:V,3
recording devices .....	16	B:II,5c
school, Federation .....	19	B:II,10e
Superintendent .....	16	B:II,5a
time of .....	20	B:II,14
Membership, maintenance of .....	18	B:II,9
Monthly report .....	161	S:III,4
Museum education, substitutes .....	69	T:VI,2b

# N

Negotiations meetings .....	17	B:II,7
New schools, transfer to .....	92	T:VIII,6
New teachers .....	68	T:V,II
Night meeting (see meetings)		
Notes of meetings .....	16	B:II,5c
Notice		
class assignments .....	59-60	T:II,4
daily bulletin .....	19	B:II,10g
elementary assignments .....	109	T:XIII,18,19,20
examinations .....	21-22	B:IV,2a
examination results .....	22	B:IV,4
forms, requisitions, tests .....	67	T:V,8
jobs, grants .....	22	B:IV,3
materials, services, resources .....	70	T:VI,7
meeting with principal .....	25-26	B:V,3

# N

opportunities, psychologists .....	130	T:XXV,7
repairs .....	71	T:VI,12
replacements, long term substitutes .....	48	B:X,2a
roster .....	59-60	T:II,4
students of summer school .....	126	T:XXII,11
summer school appointment .....	124-126	T:XXII,2,3,4
	150-152	N:VII,1
	177-178	S:XI,2,3
summer playground .....	123-124	T:XXI,5,6,7
vacancies, extra-curricular .....	127	T:XXIII,2
NTAs, evening school .....	102	T:XI,8
	146	N:V,1,2
orientation .....	69	T:VI,4

# O

Observation .....	24-27	B:V
electronic devices .....	24	B:V,1
industrial arts .....	134	T:XXVII,4
report on .....	24	B:V,2a
Official files .....	26-27	B:V,4
Oral examination (see examination)		
Orientation .....	68	T:V,11
	162-163	S:IV,3
	200-201	P:VIII,4,5
NTAs .....	69	T:VI,4
Overtime .....	149	N:VI,6
	171	S:VII,7
	186	P:II,3
	188	P:IV,1
	197	P:VI,3
notification .....	142	N:II,3

# P

Paraprofessionals, duty rosters .....	69	T:VI,5
job descriptions .....	69	T:VI,5
Parent-nursery teachers .....	83	T:VII,23
Parking .....	27	B:VI,2
Part time teachers and aides, salary .....	82	T:VII,20
	198	P:VI,11
Pay (see salary)		
Payday .....	29	B:VII,6a
evening school .....	103	T:XI,14
	175	S:IX,11
on a holiday .....	29	B:VII,6c
Periods (see roster)		
Personal leave (see leave)		
Personnel files (see files)		
Physical Education (see also coaches)		
chairman, salary .....	113	T:XV,3
Physical examination (see medical)		
Placement, salary schedule (see credit increment)		
Planning time, team teaching .....	68	T:V,12
(see also roster; preparation periods)		
Play area .....	109	T:XIII,15
Policy and procedure, change in .....	16	B:II,5b(i)
Policy, transfer .....	83-85	T:VIII,1
Positions within schools .....	64	T:IV,4a
Posting (see notice)		
Pregnancy (see maternity)		
Preparations (see roster)		
Preparation period		
assignment during .....	60	T:II,9
committee .....	65	T:IV,9
elementary .....	106-107	T:XIII,2,3
home economics, elementary .....	107	T:XIII,4b
industrial arts .....	135	T:XXVII,10
librarians .....	132,133	T:XXVI,3,18
secondary repayment .....	110	T:XIV,1c
special class .....	116	T:XVI,12
Preparation time, committee .....	65	T:IV,9
Principal's announcements (see Interruptions)		
meeting, representation at .....	25-26	B:V,3
rejection of appointee .....	23	B:IV,9
Problems, behavioral .....	66	T:V,4
Professional, Improvement .....	44	B:IX,21
Programs .....	65-68	T:V
experimental .....	28	B:VII,4
not mandated .....	65	T:V,1
report of .....	67	T:V,7
Promotional salary .....	83	T:VII,25

# P

	150	N:VI,9
	172	S:VII,12
	198	P:VI,12
<b>Protection (see safe &amp; healthful conditions; safety)</b>		
<b>Provisional appointment</b>	24	B:IV,13
seniority	99	T:IX,2
<b>Psychological placements</b>	67	T:V,5c
<b>Psychologists</b>	129-131	T:XXV
applicable provisions	131	T:XXV,16
appointment to projects	130	T:XXV,11
books	130	T:XXV,10
committee	129	T:XXV,1
confidentiality of reports	130	T:XXV,6
days	131	T:XXV,13,15
facilities	129	T:XXV,3,4
files, placement	130	T:XXV,9
involvement	129	T:XXV,2,5
notice of opportunities	130	T:XXV,7
personal leave	131	T:XXV,15
research on pupils	131	T:XXV,12
salary	76-77	T:VII,5
school closing	131	T:XXV,13
seniority	130	T:XXV,11
supplies	130	T:XXV,8
supportive services	129	T:XXV,4
transfer	131	T:XXV,14
<b>Pupils</b>	65-68	T:V
assignment	109	T:XIII,18
assignment, re-evaluation of special class	115-116	T:XVI,9
behavior	66	T:V,4
emotionally disturbed	66-67	T:V,5
grades	67	T:V,6
handicapped, mentally, emotionally,		
educationally	66-67	T:V,5
psychologists, placement	67	T:V,5c
RT	108-109	T:XIII,14
<b>Pupil services, kindergarten</b>	118	T:XVII,3
<b>Pupil-teacher ratio (see class size)</b>		
<b>Purpose</b>	13	B:I
<b>R</b>		
<b>RE in high school</b>	115	T:XVI,8
<b>RT (see also special class teachers)</b>	108-109	T:XIII,14
<b>Rating</b>	24-27	B:V
and grievance procedure	25	B:V,2f(ii)
procedure	24-25	B:V,2b-2f
<b>Reading levels</b>	109	T:XIII,19
<b>Reassignments</b>	144-155	N:III,13
<b>Recess duty</b>	108	T:XIII,9b
<b>Recognition</b>	13-21	B:II
	57	T:I
	141	N:I
	159	S:I
	185	P:I
<b>Record books</b>	109	T:XIII,17
<b>Recording devices at meetings</b>	16	B:II,5c
<b>Recording of examinations</b>	22	B:IV,5
<b>Records (see also information)</b>	15	B:II,3
<b>Red-circled rates</b>	49-51	B:XV,1
	83	T:VII,26
	148	N:VI,4
	169-170	S:VII,4
	198	P:VI,10
<b>Registration assignment of evening school</b>	104	T:XI,22
<b>Registration conference, kindergarten</b>	118,119	T:XVII,4,6
<b>Relief from duties</b>		
kindergarten	117	T:XVII,1
special class teachers	115	T:XVI,5
summer playground	124	T:XXI,12
<b>Remedial physical education, seniority</b>	114	T:XV,8
<b>Repairs</b>	165	S:VI,1e
industrial arts	134	T:XXVII,5
notice of	71	T:VI,12
	165	S:VI,5
<b>Replacement (see discharge)</b>		
<b>Report</b>		
monthly	163	S:III,4
of programs	67	T:V,7
of research	122-123	T:XX,5
psychological, confidentiality of	130	T:XXV,6

# R

Report cards in Spanish .....	68	T:V,14
Representation		
committee .....	15	B:II,2
Federation .....	16-17	B:II,6
	23	B:IV,9
Representative coverage .....	19,20	B:II,10d,13,14
	144	N:III,9
Requisitions (see also supplies) .....	164-165	S:VI
industrial arts .....	135	T:XXVII,9
library .....	132-133	T:XXVI,10,11,15
notice of .....	67	T:V,8
restrictions on dates due .....	161	S:III,4b
Research on pupils .....	131	T:XXV,12
Resources, notice of .....	70	T:VI,7
Responsibility (see also job descriptions)		
of department head .....	123	T:XX,6
Retirement		
goals .....	39	B:IX,6
incentive committee .....	47	B:IX,27
Retraining .....	49-51	B:XV,1
Roster .....	57-61	T:II
building committee .....	20	B:II,14b
committee .....	63	T:IV,1
consecutive periods .....	60	T:II,8
duty .....	187	T:XIII,2,3
elementary .....	106-107	T:XIII,2,3
notification of .....	109	T:XIII,20
floating .....	60	T:II,6
grade and level .....	68	T:V,9
grade levels (subjects), number of .....	60	T:II,5
grievances about .....	36	B:VIII,9
junior high .....	60	T:II,7
paraprofessionals .....	69	T:VI,5
	187	P:III,5
split .....	59	T:II,2

# S

Sabbatical (see leave)		
Safe and healthful conditions .....	27	B:VI,3
Safety		
extra-curricular .....	127	T:XXIII,8
	146	N:V,4
	189	P:V,5
female employees .....	161	S:III,5a
	189	P:III,4
home and school visitors .....	120	T:XVIII,14
industrial arts .....	134	T:XXVII,5
Safety patrol .....	127	T:XXIII,7
	108	T:XIII,11a
Salary .....	72-83	T:VII
	146-150	N:VI
	165-172	S:VII
	189-198	P:VI
ABE teacher .....	82	T:VII,20,21
acting position .....	23	B:IV,10
adjustments .....	29	B:VII,6
call-in .....	150	N:VI,7
coaching .....	78-81	T:VII,10
court representative .....	82	T:VII,12
credit .....	82	T:VII,13,14,16
	148,149	N:VI,2a,5
	172	S:VII,10,11
	198	P:VI,5,9
dental hygienist .....	76	T:VII,4
dentist .....	82	T:VII,19
department head .....	75-76	T:VII,3
equivalencies (B.A., Master's) .....	72-74	T:VII,1
evening (and extension) .....	78	T:VII,8
	101-102	T:X1,4-6
	170-171	S:VII,6
	174	S:IX,2
expenses .....	82	T:VII,18
experience (see credit)		
extra-curricular .....	81	T:VII,11a
increment .....	77	T:VII,6
	148	N:VI,3
	169	S:VII,3
	197	P:VI,2
improvement of reading teacher .....	83	T:VII,22
in-service .....	81,82	T:VII,11c,15

institutions .....	82	T:VII,17
long term substitutes .....	75	T:VII,2
	120	T:XIX,1
	148	N:VI,2a
	169	S:VII,2
	198	P:VI,8
non-public reading teacher .....	83	T:VII,22
overtime .....	149	N:VI,6
	171	S:VII,7
	197	P:VI,3
parent nursery teachers .....	83	T:VII,23
part time teachers and aides .....	82	T:VII,20
	198	P:VI,11
payday .....	29	B:VII,6
physical education chairman .....	113	T:XV,3
promotional .....	83	T:VII,25
	150	N:VI,9
	172	S:VII,12
	198	P:VI,12
psychologists .....	76-77	T:VII,5
red-circle .....	49-51	B:XV,1
	83	T:VII,26
	148	N:VI,4
	198	P:VI,10
secretary (over 600 pupils) .....	161	S:III,1c
special class teachers .....	73-75	T:VII,1c
staff development .....	81	T:VII,11b
	198	P:VI,7
standard certificate .....	73	T:VII,1b
summer .....	77-78	T:VII,7
	150	N:VI,8
	170	S:VII,5
	198	P:VI,6
summer playground .....	78	T:VII,9
teachers .....	72-75	T:VII,1
therapists .....	76	T:VII,4
work on days off .....	29	B:VII,6d
Savings (see credit union) .....		
Scheduling (see also roster) .....	59-60	T:II,4b
School closing		
evening .....	101	T:XI,23
	175	S:IX,9
leave, due to .....	41	B:IX,10
psychologists .....	131	T:XXV,13
School extension (see evening school)		
School Federation representative .....	19	B:II,10d
School, institutional .....	143	N:II,3
Scope .....	13	B:I
Secondary School .....	110-113	T:XIV
announcements .....	111	T:XIV,12
assembly, long .....	111	T:XIV,10
committee on junior high ages .....	110	T:XIV,4
coordinators .....	112,113	T:XIV,18,20
copying machine .....	111	T:XIV,9
counselors .....	110	T:XIV,2,3
course selection, pupils .....	110	T:XIV,2
duties, relief from .....	110	T:XIV,1
examination, senior and technical .....	111	T:XIV,13
extra-curricular .....	111	T:XIV,11
interruptions .....	112	T:XIV,12
junior high age groups .....	110	T:XIV,4
junior high materials and textbooks .....	110-111	T:XIV,5
junior high promotional positions .....	111	T:XIV,6
junior-senior high schools .....	111	T:XIV,11
laboratory assistants .....	111	T:XIV,7
lead teachers .....	111	T:XIV,6
middle school (see also junior high) .....	111	T:XIV,8
period elimination .....	111	T:XIV,10
preparation periods, repayment .....	110	T:XIV,1c
pupil admission to technical schools .....	112	T:XIV,16
pupils course selection .....	110	T:XIV,2
pupils typing course .....	111-112	T:XIV,14
summer schools, technical .....	112	T:XIV,17
supportive services .....	110	T:XIV,3
storeroom .....	112	T:XIV,15
team leaders .....	111	T:XIV,6
transfer, senior and technical .....	111	T:XIV,13
typing .....	111-112	T:XIV,14
work orders .....	112	T:XIV,19
Security, Job .....	49-51	B:XV
Senior high (see secondary schools)		

Senior employee, option to take layoff	51	B:XV,2
Seniority	98-100	T:IX
	152-154	N:VIII
	172-173	S:VIII
	198-200	P:VII
evening school	101,103	T:XI,2,17
	146	N:V,1
	175	S:IX,13
	187	P:III,10
long term substitute	121	T:XIX,5,6,7
psychologist	130	T:XXV,11
remedial physical education	114	T:XV,8
summer playground	123	T:XXI,2
summer school	124-125	T:XXII,2
	150-152	N:VII,1
	177-178	S:XI,2
transfer	95-96	T:VIII,10g
	162	S:III,6f
Services, notice of	70	T:VI,7
Shops, use of	135	T:XXVII,13
Sick leave (see leave)		
Sick leave insurance	39	B:IX,5
Snow removal	109	T:XIII,15
Spanish, communications in	68	T:V,14
Special class, facilities	117	T:XVI,18
Special class, TMR facilities	117	T:XVI,17
Special class teachers	115-117	T:XVI
extra-curricular	127	T:XXIII,3,9
	116-117	T:XVI,14,15
industrial arts	115	T:XVI,6
institutions	115	T:XVI,1-3
insurance benefits for	116	T:XVI,13
job placement	115	T:XVI,6
lunch period	115	T:XVI,5
matron	115	T:XVI,7
preparation periods	116	T:XVI,12
REs in high school	115	T:XVI,8
reevaluation of pupil assignment	129	T:XXV,5
	115-116	T:XVI,9
relationship to custodial institutions	117	T:XVI,16
relief	115	T:XVI,5
RT, facilities	115	T:XVI,4
salary	73-75	T:VII,1c
substitute service	116	T:XVI,11
summer assignment YSC and Pennypack House	116	T:XVI,10
twelve month	115	T:XVI,1-3
Specialist teachers	106-107	T:XIII,2-4
dropping	106	T:XIII,1
rooms	72	T:VI,15
selection	66	T:V,2
Speech and hearing teachers facilities	71-72	T:VI,14
Split roster	59	T:II,2
Sports, addition of new	114	T:XV,12
Staff development		
home and school visitors	120	T:XVIII,13
salary	81	T:VII,11b
	198	P:VI,7
Staff meetings (see faculty meetings)		
Staff member, Federation	16-17	B:II,6
Staffing library	132	T:XXVI,5
	188-189	P:V,1,2
Standard certificate salary	73	T:VII,1b
Statement, use of	25-26	B:V,3a
	144	N:III,10
Status, home and school visitor	120	T:XVIII,12
Street corner duties	62	T:III,3
	186	P:III,2
Strikes	48	B:XI
non-reprisal	51-52	B:XVI
Student teacher, assignment	68	T:V,10
committee on	64	T:IV,3
summer school	126	T:XXII,10
Substitutes		
auxiliary	68-69	T:VI,1
evening school	102-103	T:XI,10,11
	174-175	S:IX,7,8
for meeting	63	T:III,8
	162	S:IV,1
home and school visitors	119	T:XVIII,4
lead teacher	69	T:VI,3

museum teachers .....	69	T:VI,2b
per diem distribution .....	69	T:VI,2a
special class .....	116	T:XVI,11
Summaries, counselor, preparation of .....	128	T:XXIV,9
Summer assignment .....	150-152	N:VII
home and school visitors .....	187	P:III,8
notice .....	120	T:XVIII,10
Summer camp, therapists .....	150-152	N:VII,1
Summer playground .....	100	T:X,1
appointments .....	123-124	T:XXI
appointments of substitutes .....	123	T:XXI,2
break time .....	123	T:XXI,4
committee on custodial staff .....	124	T:XXI,12
eligibility lists .....	123	T:XXI,1
funeral leave .....	123	T:XXI,3,4
notification of appointment .....	124	T:XXI,10
notice of positions .....	123,124	T:XXI,5,7
personal leave .....	123	T:XXI,6
sabbatical leave .....	124	T:XXI,11
salary .....	124	T:XXI,8
seniority .....	78	T:VII,9
sick leave .....	123	T:XXI,2
Summer schools .....	124	T:XXI,9
appointments .....	124-126	T:XXII
committee on planning .....	124-126	T:XXII,2,3
funeral leave .....	124	T:XXII,1
hours .....	126	T:XXII,8
industrial arts .....	126	T:XXII,5
notice of appointment .....	135	T:XXVII,12
notice to students .....	125-126	T:XXII,2,3,4
personal leave .....	126	T:XXII,11
sabbatical leave .....	126	T:XXII,9
secretaries .....	126	T:XXII,6
hours .....	177-179	S:X1
staffing .....	178	S:X1,4
seniority .....	177-178	S:X1,2,3
student teachers .....	124-125	T:XXII,2
YSC and Pennypack House .....	126	T:XXII,10
Superintendents meetings .....	116	T:XXV,10
Supervision .....	16	B:II,5a
of librarians .....	24	B:V,1
Supplies .....	143	N:III,1
elementary .....	133	T:XXVI,16
industrial arts .....	70-71	T:VI,8-10
kindergarten .....	164-165	S:VI,1,2
LIMA .....	189	P:V,8,9
psychologists .....	107-108	T:XIII,8
requisitions .....	133-134,	
Supportive services .....	135	T:XXVII,1,2,9
kindergarten .....	118-119	T:XVII,5
library .....	189	P:V,11
psychologists .....	130	T:XXV,8
TMR class facilities .....	161	S:III,4b
Trade offs .....	68-72	T:VI
Training .....	188-189	P:V
Transfers .....	118	T:XVII,3
administrative .....	132	T:XXVI,2,4
administrative assistants .....	129	T:XXV,4

## T

Tape recorder (see electronic devices) .....		
Tasks within schools .....	64	T:IV,4
Teaching assignment .....	145-146	N:IV,5
Team teaching .....	163	S:V,2
Technical high (see secondary schools) .....	59	T:II,3
Technical to senior transfer .....	68	T:V,12
Tests, notice of .....	111	T:XIV,13
Textbooks .....	67	T:V,8
Therapists .....	70-71	T:VI,8-10
applicable provisions .....	100-101	T:X
salary .....	100-101	T:X,4
TMR class facilities .....	76	T:VII,4
Trade offs .....	117	T:XVI,17
Training .....	143	N:III,2b
Transfers .....	162-163	S:IV,3
administrative .....	88-89,	
administrative assistants .....	93-94	T:VIII,4b,8,9
	97	T:VIII,10p

# T

counselors	96-97	T:VIII,10o
	129	T:XXIV,12
definition	85-86	T:VIII,3
dentists	135	T:XXVIII,1a
department heads	96	T:VIII,10m
disputes	98	T:VIII,11c
elementary to junior to senior	97	T:VIII,10q
evening school	103	T:XI,15,17
experience balance definition	85-86	T:VIII,3a
forced, drop in enrollment	93	T:VIII,8
forced, first year teacher	87-88	T:VIII,4b
Get Set, Head Start, Child Care	24	B:IV,12
general rules	83-98	T:VIII
goal	85	T:VIII,2
home and school visitors	96	T:VIII,10n
incentives	89-90	T:VIII,4d
joint committee	97-98	T:VIII,11a
junior to senior	97	T:VIII,10q
kindergarten	93	T:VIII,8d
lead teacher	90-91	T:VIII,4e
NTAs	144-145	N:III,13
new schools	92	T:VIII,6
paraprofessionals	187	P:III,6,7
policy	83-85	T:VIII,1
procedures for attaining objectives	87-91	T:VIII,4
psychologists	131	T:XXV,14
racial balance	86	T:VIII,3b
replacement buildings	91-92	T:VIII,5
secretaries	161-162	S:III,6
evening school	175	S:IX,12
senior to technical	111	T:XIV,13
seniority	95-96	T:VIII,10g
special service schools	93	T:VIII,7
teachers	83-98	T:VIII
voluntary	88	T:VIII,4c
Travel expenses (see expenses)		
Tuition	154-155	N:X
	179-180	S:XII
	200-201	P:VIII
Twelve month schedule	150-151	N:VII,1c

# U

Unused leave	41-42,43	B:IX,12,18
--------------	----------	------------

# V

Vacancy		
evening school	102-103	T:XI,11,18
	175-176	S:IX,8,14
extra-curricular	127	T:XXIII,2
filling	21-22	B:IV,2
listing, secretarial	162	S:III,6d
long term substitute	48	B:X,2b
	121	T:XIX,3
	176	S:X,1
Vacation	142	N:II,4
	160	S:II,3
	185-186	P:II,2
working on	141-142	N:II,1d
Visits, Federation	17	B:II,6

# W

Welfare benefits	37-47	B:IX
	154-155	N:X
	179-180	S:XII
	200-201	P:VIII
Women's rights, medical	47	B:IX,26
Work stations, industrial arts	134-135	T:XXVII,7
Working conditions	13-15	B:II,1
investigation of	42-43	B:IX,16

# Y

Year	57-61	T:II
	141-143	N:II
	159-160	S:II
	185-186	P:II



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Bureau of Labor Statistics  
Collective Bargaining Studies

U.S. Department of Labor

9/20 *Janet L. Norwood*



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AUG 12 1981

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 044-R0003

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July 13, 1981

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PERSONNEL ADMINISTRATION  
OFFICE OF PERSONNEL AND  
LABOR RELATIONS

Director of Labor Relations  
School District of Philadelphia  
21st & Parkway  
Philadelphia, Pennsylvania 19103

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): **covering the Professional, Clerical and Non-instructional employees with the American Federation of Teachers local #3. The agreement we have on file expired August 1980.**

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 18,000
2. Number and location of establishments covered by agreement App 350 Schools and other locations
3. Product, service, or type of business Public School System
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

Jerome Melamed Director, Labor Relations (215) 299-7708  
Your Name and Position Area Code/Telephone Number  
School Dist of Phila, 21st & Parkway, Phila, Pa 19103  
Address City/State/ZIP Code

*48/83*